

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 350)		RATING DO-S10	PAGE OF PAGES 1 135
2. CONTRACT NO.	3. SOLICITATION NO. N00178-04-R-4000	4. TYPE OF SOLICITATION SEALED BID (IFB) (X) NEGOTIATED (RFP)	5. DATE ISSUED 16 Dec 2003	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER DAHLGREN DIV 17320 DAHLGREN ROAD DAHLGREN, VA 22448-5100		CODE N00178	8. ADDRESS OFFER TO (If other than Item 7) SEE ITEM 7		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 183, Room 139 until 2:00 local time 20 Jan 2004.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME XDS10	B. TELEPHONE NO. (NO COLLECT CALLS) (540) 653-8131	C. EMAIL-ADDRESS seaportenhanced@nswc.navy.mil
------------------------------	------------------	--	---

11. TABLE OF CONTENTS

()	SEC	DESCRIPTION	PAGE(S)	()	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	83
X	B	SUPPLIES OR SERVICES AND PRICE/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	96
X	D	PACKAGING AND MARKING	60	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	61	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	97
X	F	DELIVERIES OR PERFORMANCE	62				
X	G	CONTRACT ADMINISTRATION DATA	63	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	113
X	H	SPECIAL CONTRACT REQUIREMENTS	70	X	M	EVALUATION FACTORS FOR AWARD	128

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGE

N00178-04-R-4000**2 OF 135**

NAME OF OFFEROR OR CONTRACTOR

SECTION B - SUPPLIES OR SERVICES AND PRICES**THE OFFEROR SHALL INSERT THE PROPOSED AMOUNT OR CONTRACTOR SPECIFIC INFORMATION WHERE AN * APPEARS.**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Engineering, Technical, and Programmatic Support Services	29,425,000	Hours	*	*

ALL ORDERS WILL BE COST TYPE ORDERS

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Engineering, Technical, and Programmatic Support Services	24,060	Orders		\$3,424,820,700.00

ALL ORDERS WILL BE FIXED PRICE ORDERS

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Other Direct Costs required to perform effort under CLIN 0001	1	Lot		\$362,260,168.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Engineering, Technical, and Programmatic Support Services	30,093,750	Hours	*	*

AWARD
TERM
OPTION 1

ALL ORDERS WILL BE COST TYPE ORDERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGE

N00178-04-R-4000**3 OF 135**

NAME OF OFFEROR OR CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Engineering, Technical, and Programmatic Support Services	24,606	Orders		\$3,502,541,070.00
AWARD TERM OPTION 1	ALL ORDERS WILL BE FIXED PRICE ORDERS				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Other Direct Costs	1	Lot		\$362,260,168
AWARD TERM OPTION 1	required to perform effort under CLIN 0004				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Engineering, Technical, and Programmatic Support Services	30,093,750	Hours	*	*
AWARD TERM OPTION 2	ALL ORDERS WILL BE COST TYPE ORDERS				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Engineering, Technical, and Programmatic Support Services	24,606	Orders		\$3,502,541,070.00
AWARD TERM OPTION 2	ALL ORDERS WILL BE FIXED PRICE ORDERS				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Other Direct Costs	1	Lot		\$362,260,168.00
AWARD TERM OPTION 2	required to perform effort under CLIN 0007				

SEE SECTION H.1 SPECIAL PROVISIONS

NAME OF OFFEROR OR CONTRACTOR

THE OFFEROR SHALL INDICATE IN THE FOLLOWING TABLE WHICH ZONE(S) ARE BEING PROPOSED

Zone 1 Northeast	Zone 2 National Capital	Zone 3 Mid Atlantic	Zone 4 Gulf Coast	Zone 5 Midwest	Zone 6 Southwest	Zone 7 Northwest

COST PLUS FIXED FEE ALLOCATION

The following is the allocation of the ceiling price between the estimated cost and estimated fee. These amounts including the fee percentage and fee amount per hour are ceiling amounts and may not be exceeded on any task order. The Contractor, however, may bid below these rates on any task order.

ITEM	ESTIMATED COST	FIXED FEE	TOTAL AMOUNT	MAN-HOURS	FEE/HR
0001	\$*	\$*	\$*	29,425,000	\$*
0004	\$*	\$*	\$*	30,093,750	\$*
0007	\$*	\$*	\$*	30,093,750	\$*

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

BASE PERIOD

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1 Order	\$10,000.00	24,060 orders and 29,425,000 hours	\$*

AWARD TERM 1

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
N/A	N/A	24,606 orders and 30,093,750 hours	\$*

AWARD TERM 2

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
N/A	N/A	24,606 orders and 30,093,750 hours	\$*

NAME OF OFFEROR OR CONTRACTOR

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum obligation under any awarded contract is \$10,000.00. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	29,425,000 HOURS	*
0002	24,060 ORDERS	\$3,424,820,700.00
0003	1 LOT	\$ 362,260,168.00
0004	30,093,750 HOURS	\$*
0005	24,606 ORDERS	\$3,502,541,070.00
0006	1 LOT	\$ 362,260,168.00
0007	30,093,750 HOURS	\$*
0008	24,606 ORDERS	\$3,502,541,070.00
0009	1 LOT	\$ 362,260,168.00

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

NAME OF OFFEROR OR CONTRACTOR

SECTION C - DESCRIPTIONS AND SPECIFICATIONS**STATEMENT OF WORK****TABLE OF CONTENTS**

<u>Section</u>	<u>Page</u>
1.0 SCOPE	12
1.1 Background.....	12
1.2 Product Area Directorates.....	12
1.3 Scope of Contract.....	12
2.0 APPLICABLE DOCUMENTS	13
3.0 REQUIREMENTS	13
3.1 Research and Development Support.....	13
3.2 Engineering, System Engineering and Process Engineering Support.....	13
3.3 Modeling, Simulation, Stimulation, and Analysis Support.....	13
3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support.....	14
3.5 System Design Documentation and Technical Data Support.....	14
3.6 Software Engineering, Development, Programming, and Network Support.....	14
3.7 Reliability, Maintainability, and Availability (RM&A) Support.....	14
3.8 Human Factors Engineering Support.....	14
3.9 System Safety Engineering Support.....	14
3.10 Configuration Management (CM) Support.....	14
3.11 Quality Assurance (QA) Support.....	15
3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support.....	15
3.13 Ship Inactivation and Disposal Support.....	15
3.14 Interoperability, Test and Evaluation, Trials Support.....	15
3.15 Measurement Facilities, Range, and Instrumentation Support.....	15
3.16 Acquisition Logistics Support.....	15
3.17 Supply and Provisioning Support.....	16
3.18 Training Support.....	16
3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support.....	16
3.20 Program Support.....	16
3.21 Administrative Support.....	16
4.0 GOVERNMENT-FURNISHED PROPERTY	16
5.0 SECURITY REQUIREMENTS	16
 Attachment 1 Product Area Directorate Detailed Descriptions.....	 18
Attachment 2 Warfare Center Activities Supporting Product Area Directorates.....	31

NAME OF OFFEROR OR CONTRACTOR

LIST OF ACRONYMS IN SOW AND ATTACHMENTS	
A	
ADCAP	Advanced Capability
AER	Alteration Equivalent to Repair
AMSDL	Acquisition Management System and Data Requirements Control List
AOA	Analysis of Alternatives
ASROC	Antisubmarine Rocket
ASW	Antisubmarine Warfare
ATD	Advanced Technology Demonstrations
AUTEC	Atlantic Undersea Test and Evaluation Center
AVDS	Air Vehicle Diagnostic System
C	
CAD	Cartridge Actuated Device
CAP	Combat Air Patrol
CASS	Consolidated Automated Support System
CBW	Chemical Biological Warfare
CDRL	Contract Data Requirements List
CM	Configuration Management
CMM	Capability Maturity Model
CNO	Chief of Naval Operations
COMOPTEVFOR	Commander Operational Test and Evaluation Force
COTS	Commercial Off-the-Shelf
CSSQT	Combat System Ships Qualification Trials
CV	Aircraft Carrier
CV/TSC	Carrier Based Tactical Support Center
C ³	Command, Control, and Communication
D	
DA	Design Agent
DEP	Distributed Engineering Plant
DID	Data Item Description
DoD	Department of Defense
DODISS	Department of Defense Index of Specifications and Standards
DOE	Department of Energy
DRMS	Defense Reutilization and Marketing Service
DT&E	Developmental Test And Evaluation
E	
EA	Electronic Attack

NAME OF OFFEROR OR CONTRACTOR

EC	Engineering Change
ECM	Electronic Countermeasures
ECS	Exterior Communications System
EM	Electromagnetic
EMCAP	Electromagnetic Compatibility Analysis Program
EMI	Electromagnetic Interference
EMV	Electromagnetic Vulnerability
EO	Electro-Optic
EOA	Early Operational Assessment
EOD	Explosive Ordnance Disposal
ESM	Electronic Surveillance Measures
EW	Electronic Warfare
EWBS	Expanded Work Breakdown Structure
E ³	Electromagnetic Environmental Effects
F	
FBM	Fleet Ballistic Missile
FCIM	Flexible Computer Integrated Manufacturing
FLEETEX	Fleet Exercise
FMS	Foreign Military Sales
FORACS	Fleet Operational Readiness Accuracy Check Site
FOT&E	Follow-on Operational Test and Evaluation
H	
HAZMAT	Hazardous Materials
HERF	Hazards of Electromagnetic Radiation to Fuel
HERO	Hazards of Electromagnetic Radiation to Ordnance
HERP	Hazards of Electromagnetic Radiation to Personnel
HM&E	Hull, Mechanical and Electrical
HVAC	Heating, Ventilation, and Air Conditioning
I	
IA	Information Assurance
I & EW	Imaging And Electronic Warfare
ILS	Integrated Logistics Support
IMA	Intermediate Maintenance Activity
IR	Infrared
IR/IED	Independent Research and Independent Exploratory Development
IS	Information System
ISE	In-Service Engineering
ISEA	In-Service Engineering Agent
IT	Information Technology
IV&V	Independent Verification and Validation
IWAR	Integrated Warfare Assessment & Requirements

NAME OF OFFEROR OR CONTRACTOR

J	
JAHUMS	Joint Advanced Health and Usage Monitoring System
JATOS	Jet Assisted Takeoff Systems
JCALs	Joint Continuous Acquisition and Life-Cycle Support
JLOTS	Joint Logistics Over the Shore
JMA	Joint Mission Area
JWAL	Joint Warfare Assessment Laboratory
L	
LAN	Local Area Network
LCAC	Landing Craft Air Cushion
LHA	Landing, Helicopter, Assault
LHD	Landing Helicopter Dock
LPD	Landing Platform Dock
LRIP	Low Rate Initial Production
LSA	Logistics Support Analysis
LSD	Landing Ship, Dock
M	
MACHALT	Machinery Alteration
MANTECH	Manufacturing Technology
MARAD	Maritime Administration
MCM	Mine Countermeasures
MCP	Mission Capability Package
MEMS	MicroElectro Mechanical Systems
MLI	Munitions List Items
MRTFB	Major Range and Test Facilities Base
MS&T	Measurement Science and Technology Laboratory
N	
NASA	National Aeronautics and Space Administration
NATO	North Atlantic Treaty Organization
NAVAIR	Naval Air Systems Command
NAVSEA	Naval Sea Systems Command
NDSTC	Naval Diving and Salvage Training Center
NEDU	Naval Experimental Diving Unit
NMCI	Navy Marine Corps Intranet
NOSSA	Naval Ordnance Safety and Security Activity
NSW	Naval Special Warfare
NSWC	Naval Surface Warfare Center
NUTEC	National UUV Test and Evaluation Center
NUWC	Naval Undersea Warfare Center
NVEO	Night Vision and Electro-Optics

NAME OF OFFEROR OR CONTRACTOR

O	
OESO	Ordnance Environmental Support Office
ONR	Office of Naval Research
OOTW	Operations Other Than War
OPEVAL	Operational Evaluation
OPNAV	Office of the Chief of Naval Operations
ORDALT	Ordnance Alteration
OSN	Office of the Secretary of the Navy
OT&E	Operational Test And Evaluation
P	
PAD	Product Area Director
PAD	Product Area Directorate
PAD	Propellant Actuated Device
PEO	Program Executive Officer
PHS&T	Packaging, Handling, Storage And Transportation
PM	Program Manager
PMO	Program Management Office
R	
R&D	Research and Development
RADAR	Radio Detection and Ranging
RDT&E	Research, Development, Test and Evaluation
RF	Radio Frequency
RFI	Ready For Issue
RM&A	Reliability, Maintainability, and Availability
RTASS	Remote Technical Assistance Support System
S	
S&T	Science and Technology
SDV	Swimmer Delivery Vehicle
SEAFAC	Southeast Alaska Acoustic Measurement Facility
SEI	Software Engineering Institute
SESE	Shipboard Electronic Systems Evaluation
SESEF	Shipboard Electronic Systems Evaluation Facility
SHIPALT	Ship Alteration
SI/SCI	Special Intelligence/Special Compartmented Intelligence
SLBM	Submarine Launched Ballistic Missile system
SOF	Special Operations Forces
SONAR	Sound Navigation and Ranging
SOW	Statement of Work
SPAWAR	Space and Naval Warfare Systems Command
SSA	Software Support Activity

NAME OF OFFEROR OR CONTRACTOR

SSBN	Nuclear Powered Ballistic Missile Submarine
SSEB	Source Selection Evaluation Board
SSGN	Nuclear Powered Cruise Missile Submarine
SSRNM	Surface Ship Radiated Noise Measurement
SUBSAFE	Submarine Safety Certification Program
SWS	Strategic Weapons Systems
T	
T&E	Test and Evaluation
TDA	Technical Direction Agent
TDP	Technical Data Package
TDKM	Technical Data Knowledge Management Program
TECHEVAL	Technical Evaluation
TEMP	Test and Evaluation Master Plan
TEMPALT	Temporary Alteration
TFR	Trouble Failure Report
TPM	Technical Program Management
TRP	Technology Reinvestment Project
TSC	Trade Security Controls
TSSE	Total Ship Systems Engineering
TTR	Tactical Training Range
TWCS	Tomahawk Weapons Control System
U	
UK	United Kingdom
UNREP	Underway Replenishment
UPS	Uninterruptible Power Supply
USA	United States Army
USAF	United States Air Force
USCG	United States Coast Guard
USMC	United States Marine Corps
USSOCOM	United States Special Operations Command
USW	Undersea Warfare
UUV	Unmanned Undersea Vehicle
UV	Ultraviolet
V	
VLS	Vertical Launch System
W	
WAE	Work Assignment Executive
WAN	Wide Area Network
WSAT	Weapons Safety Assistance Team

NAME OF OFFEROR OR CONTRACTOR

1.0 SCOPE

1.1 Background

In 2002, the Chief of Naval Operations (CNO) promulgated *Seapower 21*. It provides a framework to align, organize and integrate the U.S. Navy to meet the wide variety of challenges that lie ahead. The CNO called upon the entire Navy, including Naval Sea Systems Command (NAVSEA) and the Warfare Centers (WCs), to find ways to become more efficient and effective. To meet *Seapower 21* objectives and to increase efficiency, the Naval Surface Warfare Center (NSWC) and the Naval Undersea Warfare Center (NUWC) have aligned to provide seamless integrated support for twelve core Product Area Directorates. The product areas are lead by Product Area Directors that notionally are very small planning and oversight offices. The day-to-day project management, planning, staffing and project execution will be provided by the geographically diverse NSWC and NUWC Divisions.

1.2 Product Area Directorates

The twelve core Product Areas are:

- Force Level Warfare Systems
- Ships and Ships Systems
- Surface Ship Combat Systems
- Littoral Warfare Systems
- Strategic Weapons Systems
- Ordnance
- Undersea Warfare (USW) Command and Control Systems
- Undersea Warfare (USW) Weapons and Vehicles
- Undersea Warfare (USW) Ranges, Analysis, and Assessment
- Undersea Warfare (USW) Fleet Material Readiness
- Homeland Security and Force Protection
- Surface Warfare Logistics and Maintenance

Attachment 1 to this Statement of Work (SOW) provides a detailed, in-depth description of the Product Area Directorates and the core equities associated with each. The NSWC and NUWC Division locations and the technical capabilities they provide in supporting the Product Areas are shown in Attachment 2 to this Statement of Work (SOW).

1.3 Scope of Contract

This SOW defines the overarching requirements for providing engineering, technical, and programmatic support services for the Warfare Centers. The Contractor shall, in response to task or delivery orders issued under this contract, provide services that potentially span the entire spectrum of product areas (as defined in Attachment 1 to this SOW) supported by the activities and technical capabilities that comprise the NSWC and NUWC (as defined in Attachment 2 to this SOW). Additionally, NSWC and NUWC may provide limited support under the contract to other Department of Defense (DoD), non-DoD, or Joint agencies for work that is integrally related to the Warfare Centers product areas and mission. Core equities within the product areas cover the range of technical skills over the entire life cycle of a warfighting capability including:

- Research, technology development, concept exploration, design and demonstration required to introduce transformational technologies into new or existing surface, undersea and strategic warfighting capabilities.

NAME OF OFFEROR OR CONTRACTOR

- Prototyping and fabrication.
- Test and evaluation.
- Certification, deployment, life cycle sustainment, operation and maintenance.
- Improvement, modernization, and overhaul.
- Demilitarization and disposal.

Additionally, services provided under this contract may include new product areas, programs, or missions assigned to these activities during the life of the contract. Performance of tasking may occur outside the continental United States.

2.0 APPLICABLE DOCUMENTS

Applicable military specifications and standards that are listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS), and current on the date of contract award, plus applicable industry standards, or any other program documents may be specified within the individual delivery orders that will be issued for performing specific tasks under this indefinite quantity contract.

3.0 REQUIREMENTS

The Contractor shall provide qualified personnel, materials, facilities, equipment, test instrumentation, data collection and analysis hardware and software and services that will support NSWC and NUWC, and their subordinate Divisions in the execution of their missions, product area directorates, and technical capabilities as described in ATTACHMENT 1 – Product Area Directorate Detailed Descriptions and in ATTACHMENT 2 – Warfare Center Activities Supporting Product Area Directorates. Functional areas to be supported under this contract are described in the sections below.

3.1 Research and Development Support

This functional area consists of supporting the development and application of scientific and analytical disciplines to conduct fundamental research; scientific study and experimentation directed toward advancing the state-of-the-art or increasing knowledge or understanding; concept formulation; assessment of system and subsystem requirements; development, analysis and evaluation of concepts, technologies, systems and subsystems; and development of operational concepts and tactics with the end goal being the application of results to developing new or improving existing warfighting capabilities.

3.2 Engineering, System Engineering and Process Engineering Support

This functional area consists of supporting the application of engineering disciplines to technically support development of new warfighting capabilities and systems, technically support development of significant alterations to existing systems, support integration of existing equipment or software into different applications or platforms to support the warfighter, and support evaluation of foreign or non-developmental weapons systems, equipments, and technologies to satisfy existing warfighting requirements. Support is required for system and process engineering disciplines that systematically consider the requirements, synthesize and evaluate alternative concepts, identify a recommended selection, and generate a design and system specification.

3.3 Modeling, Simulation, Stimulation, and Analysis Support

This functional area consists of the application of a standardized, rigorous, structured methodology to create and validate a physical, mathematical, or otherwise logical representation of a system, entity, phenomenon, or process. The functional area involves the use of models, including emulators, prototypes, simulators, and

NAME OF OFFEROR OR CONTRACTOR

stimulators, either statically or over time, to develop data as a basis for making managerial, technical, strategic, or tactical decisions.

3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support

This functional area consists of the building, fabrication, testing, evaluating and operating reduced and full scale models, mock-ups, prototypes, pre-production units and research and development (R&D) test tools of electronic and electro-mechanical systems and system elements. Fabrication and machining of replacement parts or equipments for fielded systems or platforms is included. Includes the use of traditional materials as well as new composite materials.

3.5 System Design Documentation and Technical Data Support

This functional area involves the engineering effort required to prepare and assure that the detailed technical data documentation that is necessary to support system development reflects the latest design, configuration, integration, and installation concepts. Technical documentation may be in the form of paper, electronic (digital) or interactive computer systems.

3.6 Software Engineering, Development, Programming, and Network Support

This functional area consists of applying the engineering and scientific disciplines to perform technical analysis of, technically support development of or selection of hardware and computer software, or modification to existing hardware and software for systems, test facilities, or training facilities. This also consists of software engineering efforts and programming support required to technically support software implementation in systems, sub-systems, and components utilizing computers, electronics, and software. Planning, designing, coding, testing, integrating, supporting, and delivering algorithms, software (source code and executables), computer programs are the inherent activities of this functional area. Generally, the software development processes used for software development under this contract shall be, as a minimum, assessed at Software Engineering Institute (SEI) Capability Maturity Model (CMM) Level 3 or equivalent, however the Government may specify other (either lower or higher) standards in individual task orders issued under the contract.

3.7 Reliability, Maintainability, and Availability (RM&A) Support

This functional area consists of applying engineering, scientific, and analytical disciplines to ensure that systems and platforms RM&A requirements are integrated with the system design, development and life cycle sustainment resulting in warfighting capabilities that function effectively when required and that detection and correction of design deficiencies, weak parts, and workmanship defects that affect functionality are implemented.

3.8 Human Factors Engineering Support

This functional area consists of applying engineering, scientific, and analytical disciplines to ensure that design of interactive systems are safer, more secure and easier to use thereby reducing accidents due to human error, increasing system integrity and enabling more efficient process operations.

3.9 System Safety Engineering Support

This functional area consists of applying engineering and analytical disciplines to ensure that safety is considered in all aspects of design, development, operation, maintenance, and modification of systems and platforms.

3.10 Configuration Management (CM) Support

This functional area consists of applying engineering and analytical disciplines to identify, document, and verify the functional, performance, and physical characteristics of systems, to control changes and non-conformance, and to track actual configurations of systems and platforms.

NAME OF OFFEROR OR CONTRACTOR

3.11 Quality Assurance (QA) Support

This functional area consists of applying engineering and analytical disciplines to ensure that the processes and products used in the design, development, fabrication, manufacture of result in quality products.

3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support

This functional area consists of providing information system software analysis, requirements definition, design, development, test, modification, installation, implementation, quality assurance, training, and documentation to meet the evolving data storage and reporting needs of programs and management. Analyze existing IT and IS databases, web sites, and IT applications and recommend new or improved interfaces and improved management tools that meet new management requirements, or improve management effectiveness and efficiency. Perform maintenance and technical support for Local Area Networks (LAN) and Wide Area Networks (WAN) that are outside the cognizance of the Navy Marine Corps Intranet (NMCI). Modify, implement and maintain web based information systems and links. Develop web-site structure, prepare documentation for population, implement and maintain web sites. Provide systems engineering and technical support for establishment, test, upgrade, and operational support of systems, networks, workstations and support equipment hardware and software that are outside the cognizance of NMCI. Conduct IA analyses, develop, recommend, and implement, monitor, update, and maintain, IA practices, procedures, equipments, algorithms, and hardware that are outside the cognizance of NMCI.

3.13 Ship Inactivation and Disposal Support

This functional area consists of technically supporting the submarine and ship inactivation and disposal program office to ensure that critical equipment removed is safeguarded and destroyed in accordance with the appropriate Navy instructions and directives. Provide direct liaison with the Shipyard and the NAVSEA program office to insure that critical technology is not inadvertently transferred to foreign nationals or governments. Ensure proper documentation exists for the sale of excess materials from inactivated ships prior to sale by the Defense Reutilization and Marketing Service (DRMS). Technically support the demilitarization process for shipboard equipment using the Expanded Work Breakdown Structure (EWBS), Trade Security Controls (TSC), and Munitions List Items (MLI) all of which are used to determine the disposition of excess, not-ready-for-issue (non-RFI) equipment. Technically support the security classification requirements and guidelines for submarine and surface ship data and equipment necessary to assist in making decisions on sales issues.

3.14 Interoperability, Test and Evaluation, Trials Support

This functional area consists of the application of engineering, scientific, and analytical disciplines necessary to ensure that developed platforms, systems, and warfighting capabilities have been properly tested and that joint interoperability requirements have been fully met at all levels of their life cycle .

3.15 Measurement Facilities, Range, and Instrumentation Support

This functional area consists of applying engineering, analytical, and technician disciplines in the operation and support of measurement facilities, ranges and instrumentation used for testing, evaluating, experimenting, and exercising platforms and systems.

3.16 Acquisition Logistics Support

This functional area consists of applying the engineering and analytical disciplines required to implement acquisition logistics as a multi-functional technical management discipline associated with the experimental development, design, development, test, production, fielding, sustainment, and improvement modifications of cost effective systems that achieve the warfighters' peacetime and wartime readiness requirements. The principal objectives of acquisition logistics are to ensure that support considerations are an integral part of the system's

NAME OF OFFEROR OR CONTRACTOR

design requirements, that the system can be cost effectively supported through its life-cycle, and that the research and development facilities and infrastructure elements necessary to the design, development, initial fielding, and operational support of the system are identified, developed, acquired, and supported.

3.17 Supply and Provisioning Support

This functional area consists of applying the analytical and technical disciplines required to ensure that research and development facilities, experimental and developmental systems, and fielded warfighting capabilities are materially sustained. The principal objectives of this functional area is to ensure that material for fleet operation and maintenance of systems is available when required, that materials are properly stored and transported, and inventories are managed in a cost effective manner to sustain supported systems.

3.18 Training Support

This functional area consists of applying the engineering and analytical disciplines required to ensure that the warfighter and technical support community is provided with adequate instruction including applied exercises resulting in the attainment and retention of knowledge, skills, and attitudes regarding the platforms, systems, and warfighting capabilities they operate and maintain.

3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support

This functional area consists of the application of engineering, analytical, and technical disciplines and skills to establish and maintain long term engineering, operation, and maintenance support for in-service warfighting capabilities as well as the capability to modernize or introduce transformational technologies into those capabilities.

3.20 Program Support

This functional area consists of applying the business, financial management, and technical disciplines required to support planning, organizing, staffing, controlling, and leading team efforts in managing acquisition programs such that the result places a capable and supportable system in the hands of the warfighter when and where it is needed, and does so at an affordable price. This functional area represents an integration of a complex system of differing but related functional disciplines that must work together to achieve program goals through development, production, deployment, operations, support, and disposal.

3.21 Administrative Support

This functional area consists of applying the clerical and administrative disciplines required for seamless operation of offices and support functions.

4.0 GOVERNMENT-FURNISHED PROPERTY

All Government furnished information, material, and equipment will be specified in the individual delivery orders. All government furnished information is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the originating contracting officer except as required for the specific performance of tasks under this contract.

5.0 SECURITY REQUIREMENTS

The work to be performed under this contract may involve access to, handling of, and generation of classified material. The Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with all DoD and U.S. Navy regulations regarding security, and (3) assure compliance with any written instructions from the Security Officers of the activity issuing

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00178-04-R-4000PAGE
17 OF 135

NAME OF OFFEROR OR CONTRACTOR

delivery orders under this contract. When applicable, a DD Form 254 will be prepared by the ordering activity and issued with the delivery order.

NAME OF OFFEROR OR CONTRACTOR

ATTACHMENT 1

PRODUCT AREA DIRECTORATE DETAILED DESCRIPTIONS

1.0 Force Level Warfare Systems

This Product Area Directorate encompasses the following core equities:

- **Warfare Systems Analysis, Architecture, and Requirements** - Includes the capability to perform studies and analyses to provide definition, requirements, and cost and affordability assessment of warfare systems and force structures and their interoperability. These functions are performed at the battle group, force and theater levels, which includes joint and coalition forces. Included are formal (Analysis of Alternatives (AOA) like) and quick reaction special studies focused at the mission level. Integrally supports the technical aspects of the Office of the Chief of Naval Operations (OPNAV) Mission Capability Package (MCP) and Integrated Warfare Assessment & Requirements (IWAR) process. A significant portion of this core equity also provides for the definition, requirements, and metrics of Interoperability at the battle group, force, and theater levels including joint and coalition forces. Also, development of analysis tools including modeling and simulations and technology investigations. Provides the technical foundation for the development of architectures, requirements and options for future forces, new and upgraded weapons systems, and evaluation of impacts resulting from variations in threat and scenarios

- **Warfare Systems Engineering, Integration, Test and Evaluation (T&E) and Assessment** - Provides the ability to conduct warfare systems integration and integration assessment. This is conducted at the battle group, force, and theater level and provides force and battle group interoperability evaluation. It includes the development of mission level capabilities, test, evaluation and assessment of advanced systems and upgrades, and the capability to conduct and analyze battle group hardware-in-the-loop and operational testing (e.g. Distributed Engineering Plant (DEP) and Fleet Exercises (FLEETEXs)). Includes the development of joint capabilities and limitations documentation and the fielding, operation, and maintenance of resources required to collect data used in the assessment process. Results in improved battle group interoperability.

2.0 Ships and Ships Systems

This Product Area Directorate encompasses the following core equities:

- **Ship Integration and Design** - provides the capability to integrate multi-disciplinary technologies and systems into total ship designs and support analyses for surface ships, submarines, combatant craft, U.S. Marine Corps (USMC) and special warfare vehicles, and unmanned vehicles. Integrates across capabilities to provide a total system capability, technical depth and breadth, operational understanding, and a vision for producing effective and affordable naval and maritime ships and vehicles. Included are the engineering processes that cut across the ship and craft designs including total ship or vehicle design concepts, physics-based modeling and simulation, cost and warfighting effectiveness, shipbuilding and manufacturing technologies, information systems, acquisition engineering, and advanced logistic concepts (e.g. JLOTS) and support systems. Supports the acquisition function of NAVSEA, Program Executive Officers (PEOs) and Program Managers (PMs), assures that the vehicle system is optimized across its subsystems, supports the early stage systems engineering process (especially pre-Milestone A), and provides support for AOAs and Cost and Warfighting Effectiveness Tradeoffs. It has primary impact on the execution capability for NAVSEA and the Warfare Centers to be smart buyers, acceptance certification for NAVSEA of design concepts proposed by industry, selection of high payoff and

NAME OF OFFEROR OR CONTRACTOR

affordable ship technologies and systems to meet requirements, and to assure that systems are producible, and supportable throughout the life cycle.

- **Hull Forms & Propulsors** - Provides the capability to conduct hydrodynamic research, development, testing and evaluation for the US Navy and Maritime industries as required by Congress. Includes facilities and expertise to evaluate new concepts for vehicles and its propulsors, control surfaces and control systems, and propulsor interactions with the hull and the seaway environment. Also includes shipboard instrumentation and full-scale test capabilities as an integral component. Vehicles supported include surface ships, submarines, USMC and special warfare vehicles, boats and craft, and unmanned vehicles. Encompasses the Navy's only technical capability for hydrodynamic performance assessment and integrated development of surface, undersea, and amphibious vehicle hull forms and propulsors. Ensures that the performance of each platform meets mission requirements for mobility, controllability, sea keeping, and habitability. It has a primary impact on the safety, efficiency and affordability of platform operations, and contributes strongly to platform signature characteristics

- **Machinery Systems and Components** - Provides full spectrum capability (facilities and expertise) for research, development, design, test facilities, acquisition support, in-service engineering (including alterations), integrated logistic concepts, and life cycle support for Machinery Systems and Components. Supports all Navy ship classes and seaborne vehicles – aircraft carriers (CV class), surface combatants, auxiliaries, amphibious ships and vehicles, mine warfare and countermeasures ships, submarines, boats and craft including special warfare vehicles; and unmanned vehicles). Includes: machinery systems design and integration, mechanical and electrical power and propulsion systems; auxiliary machinery (including heating, ventilation, and air conditioning (HVAC) and collective protection) systems; hull, deck and habitability machinery (including underway replenishment (UNREP), and vehicle launch and recovery systems) systems; machinery automation, controls, sensors and network systems; alternative power sources; and sail and deployed systems. Provides these capabilities throughout the full lifecycle of individual ships or vehicles and across all ship or vehicle types. This breadth and depth insures that lessons learned will be propagated across all Navy ships or vehicles avoiding duplicative efforts and mistakes in design, acquisition, construction and support of those platforms. This core equity has a major impact on the performance, maintenance, safety and reliability of operation, and the affordability of the Navy ships and vehicles. It ensures that those vehicles meet performance and mission requirements for: mobility in all sea states; environmental compliance; habitability; and combat systems interfaces.

- **Structures and Materials** - Provides the Navy with specialized expertise for the full spectrum of research, development, design, testing, acquisition support, and in-service engineering in the area of materials and structures. Applies to all types of materials and structures used in naval vehicles and their component systems, and results in the development and advancement of fundamental science, processing techniques, and fabrication methods. Support is provided for all surface ships, submarines, USMC and special warfare vehicles, boats and craft, and unmanned vehicles and their component systems. Focused on addressing the material and structural problems peculiar to naval vehicles such as very thick materials sections and large, complex structures, complex load profiles, corrosive environments, smart and multifunction applications, extended life times, and combinations of those requirements, which are not common to other military and civilian applications. Determines the safety and efficiency of operation, and affordability of naval platforms and their signatures and survivability. Contributes to the development of the technology, concepts, and procedures that enable manufacture of Navy ships and submarines and their component systems.

- **Environmental Quality Systems** - Provides the specialized expertise and facilities to design and engineer military mission compatible, efficient, and cost effective shipboard environmental systems, which minimize waste generation, eliminate the use of harmful chemical compounds, and destroy or appropriately treat wastes on board ship. Supports all Navy ships and craft, and related shore activities. Provides systems that meet the unique requirements of the warship environment (e.g. space, weight, stealth, noise, shock, logistics, manning, etc.) while

NAME OF OFFEROR OR CONTRACTOR

still complying with the high environmental standards set forth in domestic and foreign laws and regulations. Adapts and integrates the latest commercial and university developed technologies and products into environmental systems for today's ships and those of the future. Ensures that Navy forces and activities can continue to perform their missions worldwide – without constraints imposed by environmental laws/regulations. Includes the ability to conduct peacetime transits of foreign territorial waters, and use of domestic and foreign port facilities.

- **Vulnerability and Survivability Systems** - Provides full spectrum capabilities for research, development, design, testing, acquisition support, and in-service engineering to reduce vulnerability and improve survivability. Platform products include: fire resistant and fire safe materials; damage control (including fire and smoke) systems and equipment, armor concepts; collective protection structural concepts and machinery systems; and ship control algorithms. Personnel safety products include equipment for: fire safety; ballistic, nuclear, biological, and chemical protection equipment and systems; and floatation and survival-at-sea. Functions provided include: shock and live fire trials; survivability and vulnerability analysis; weapons loading and effectiveness assessments; damage stability analysis; damage control systems integration; and damage control training. Supports all current and future Navy ships (including submarines, unmanned vehicles, USMC and special warfare vehicles, and boats and craft), their component systems, and their assigned personnel. The only Navy capability for ship vulnerability and survivability, and is required by the Navy in order to comply with congressionally mandated Live Fire Legislation. Ensures that Navy ships are safe to operate and have the lowest vulnerability and highest survivability possible. It achieves these goals by improving survivability against weapons, developing shock hardened, damage tolerant hulls and equipment, improving damage control and the ability to fight hurt, providing weight reduction, and enabling operation in shallow water in order to meet the changing threat.

- **Signature and Silencing Systems** - Provides full spectrum capabilities for research, development, design, testing, acquisition support, and in-service engineering for signature reduction and silencing. Signatures included are acoustic signatures, wake signatures; and the full spectrum of electromagnetic signatures—magnetic, electric, radar, infrared (IR), ultraviolet (UV), and optical. Functions and products include development of silencing requirements, silencing technologies, stealthy materials, and signature measurement equipment and systems; model tests and full-scale Fleet trials. Supports all Navy ship classes and seaborne vehicles – CVs, surface combatants, auxiliaries, amphibious ships and vehicles, mine warfare and countermeasures ships, submarines, boats and craft including special warfare vehicles; and unmanned vehicles. Is the Navy's single focused capability for signatures and silencing systems for naval vehicles. Achieves signature reduction and control objectives by addressing signatures at their source, reducing signatures before they are radiated, or impeding the return of threat sensor generated energy to its source (echo mitigation). Ensures all Navy ships have the lowest possible signatures that are cost effective and compatible with the ship's mission. Supports fleet units with: measurement and characterization of active and passive signatures; acquisition, reduction and analysis of ship signature data; development and optimization of signature reducing materials and their installation; identification and recommendation for correction of ship signature or silencing deficiencies; development of operational concepts intended to meet improved stealth requirements; and acquisition support for procurement of cost effective signature control systems for submarine and surface combatants.

3.0 Surface Ship Combat Systems

This Product Area Directorate encompasses the following core equities:

- **Air and Surface Surveillance and Detection Systems** - Provides the capability of providing life-cycle, multi-disciplinary support for the Navy's air and surface surveillance and detection systems. Encompassing the entire life-cycle from science and technology (S&T), concepts, development through retirement. Research, engineering design, systems engineering and integration, engineering maintenance, and full spectrum logistics

NAME OF OFFEROR OR CONTRACTOR

support are applied. Supports Airborne and Surface Radar, High Vision and Electro-Optics Capability, including night vision, laser, low-light-level imaging, infrared (thermal), and highly stabilized multi-sensors systems. Efforts expended assure high levels of performance, reliability and training to attain maximum capability and operability in any environment.

- **Combat Control Systems** - Provides critical engineering, technical oversight, integrated logistics support, and facilities to support the acquisition and ownership for Combat Control Systems. Comprised of and supports the “control” element of the “plan-detect-control-act” sequence and includes the various systems and equipments used to display the tactical picture, make or assist making combat decisions, and direct control of the engagement systems. Typical functions associated with Combat Control Systems include sensor and track management, identification, combat air patrol (CAP) control, weapon assignment and control, threat evaluation, display, communications, kill assessment, and system readiness assessment and status. The impact of this core equity is that the critical government capabilities and the corporate knowledge base is applied to developing, adapting, and transitioning new technologies and advanced capabilities to the fleet to meet new threats and emerging needs in a timely manner.

- **Engagement Systems** - Provides the S&T, design, development, manufacture, tactical, and integrated logistics support (ILS) life-cycle support for the Navy’s Surface Warfare engagement systems. Included are the engineering processes and expertise that contribute to the systems engineering, test and evaluation of new concepts, modernizations, and upgrades, and integration into the ship’s combat weapons systems. Supports engagement systems including missiles, launching and gun systems, simulators and trainers, weapons system test, diagnostic and training equipment. The combination of specialized expertise, unique highly classified threat and intelligence laboratories, and secure working environments provide a total system capability with the essential technical depth and operational understanding to support the current and future fleet needs. Provides assurance that these systems will possess the capability to meet current and emerging threats, that the fleet will be provided the training and support to operate and maintain the systems, and that technical assistance will be available to solve complex fleet problems beyond the expertise of ships force or waterfront technicians.

- **Electronic Warfare** - Provides the capability to research, design, develop, acquire and provide life-cycle support for the Navy’s Electronic Warfare systems. Encompasses and supports all surface shipboard electronic detection and guidance devices including electronic surveillance measures (ESM), electronic countermeasures (ECM) and electronic attack (EA). These assets are used against enemy forces to prevent or decrease the effectiveness of their efforts to use electronic detection and guidance devices against friendly forces. Provides essential knowledge, expertise, and equipments to maintain ships and systems in an environment safe from enemy threats so that they can complete their mission and functions.

- **Combat System Engineering, Integration, T&E, and Assessment** - Provides for the overall engineering, integration, test and evaluation and assessment of the Navy’s Surface Warfare Combat Systems. Serves as the basis for the engineering, technical oversight, and facilities necessary to support acquisition and ownership of Combat Systems and the control of the interfaces across all ship combat system and warfare elements. The Combat System is comprised of all shipboard elements that execute the “plan-detect-control-act” sequence. The scope of support includes Combat Systems on all Navy combatant surface ships. Knowledge and expertise include system understanding of detection, tracking, identifying and display of enemy and friendly targets, the initialization, control and firing of weapons, the mid-course guidance and detonation of weapons and the kill evaluation. Results in fully integrated, tested, and operational Combat Systems, capable of interfacing with other ships or national assets, to provide the necessary support and fire power to meet the Navy’s current and emerging threats and needs.

NAME OF OFFEROR OR CONTRACTOR

4.0 Littoral Warfare Systems

This Product Area Directorate encompasses the following core equities:

- **Mine Warfare Systems** - Provides the expertise and facilities for the full spectrum of S&T, Research, Development, Test and Evaluation (RDT&E), fleet support and in-service engineering mine and mine countermeasures systems. The mine efforts employ advanced sensor and detection technologies to develop versatile and highly effective mines. The mine countermeasures (MCM) efforts exploit new technologies found in existing or emerging mine threats, and design and develop new systems and tactics to counter those threats. The systems use both dedicated and organic air, surface and sub-surface platforms as well as remotely controlled and unmanned systems. The dedicated assets include a wide variety of systems installed on the MHC and MCM ships and MH-53 helicopters as well as others on smaller craft. Includes organic minehunting systems that will be installed on surface combatants and a fully integrated organic minehunting and neutralization systems for the H-60 helicopters. Allows the Navy to conduct both offensive mine warfare to deny access to an area by enemy forces, and defensive mine warfare which is capable of detecting, identifying, and neutralizing mine threats from deep water through the surf zone.
- **Amphibious Warfare Systems** - Provides the expertise and facilities for the full spectrum of S&T, RDT&E, fleet support and in-service engineering for Amphibious Warfare Systems. Supports the warfare systems included on the amphibious platforms LHD, LSD, LHA, and LPD. Systems include ship and craft interface systems; command, control, and communication (C3) and navigation equipment; decision support systems, targeting sensors; battlespace information management systems; assault breaching systems; ship-to-shore transport systems and off-load systems. The highly specialized expertise applied in support of this core equity in conjunction with environmentally permitted test ranges forms a total system capability, technical depth and operational understanding. Amphibious Warfare, an integral part of Expeditionary Warfare, allows the capability to extend maneuver warfare from over-the-horizon, and is vital to the current and future warfare area plans.
- **Special Warfare Systems** - Provides the RDT&E, Acquisition Support and In-Service Engineering for the systems and equipment required to perform special mobility operations, unconventional warfare, coastal and riverine interdiction, beach and coastal reconnaissance and certain intelligence operations. Supports subsurface and surface mobility vehicles that can be manned, unmanned and remotely operated systems. Operations conducted using these systems are generally performed by Special Operations Forces and are accepted as being non-conventional in nature and clandestine in character. Contributes to international security, political stability, and economic progress, and plays an important role in U. S. maritime strategy defined in *Seapower 21*, particularly in littoral warfare, for national security purposes.
- **Diving and Life Support Systems** - Provides RDT&E, acquisition and in-service engineering support for the Navy's underwater and surface personal life support systems, and tri-service needs for all aspects of diving and personal life support requirements. Supports Naval Special Warfare, Explosive Ordnance Disposal, U.S. Marine Combat Swimmer, and Salvage Diving for in-theater ship repair. It also supports Life Support systems for manned operations in hazardous environments. The latter systems are needed for effective damage control and firefighting as well as providing protection and an operational capability in chemical and biological hazard scenarios and other extreme environments. Provides the capability for divers to conduct reconnaissance, recover ordnance, and repair damage. All of these are critical factors in maintaining the operational status of the deployed task force.

NAME OF OFFEROR OR CONTRACTOR

5.0 Strategic Weapons Systems

This Product Area Directorate encompasses the following core equities:

- **Targeting and Shipboard Subsystems** - Provides the engineering and technical oversight capabilities required to support the Navy strategic missile and re-entry systems. The Submarine Launched Ballistic Missile system (SLBM) is the primary focus supported by this core equity. Specific areas include fire control, targeting, launcher, and other shipboard subsystems. Supports the acquisition and ownership of the software and hardware needed shipboard and at U.S. Strategic Command for targeting and launching Navy Strategic systems. Through the capabilities and corporate knowledge inherent within this core equity new technologies and advanced capabilities are developed, adapted and transitioned to meet emerging strategic weapons system needs.
- **Missile and Re-entry Systems** - Provides the engineering, technical oversight, and facilities to support acquisition and ownership of Navy strategic missile and re-entry systems. Supports development of missile propellants and materials technology for SLBMs, and the assessment of the effects of nuclear environments on re-entry body performance. Includes support of the FBM Microelectronics Program, including component modeling, theoretical analysis, device development, and experimental analysis in both radiation and normal environments. A key element is the development and maintenance of unique design, performance, and test data for re-entry systems. Contributes to the government capability and corporate knowledge base for developing, adapting and transitioning new technologies and advanced capabilities to meet emerging strategic weapons system needs.
- **Weapons System Level Analysis, Testing and Evaluation** - Provides the capability to analyze, test, and evaluate systems which includes support of flight tests through both pre- and post-flight analysis, system accuracy and performance assessment in support of targeting, and management of problems reported by operational forces. Functions are provided for Navy Strategic systems and specifically the SLBM systems. Key products and services produced include Technical Program Management (TPM) requirements for acquisition and maintenance of SWS systems, evaluation of contractors and SSP field activities, and management of the TFR program. Provides the critical capability and corporate knowledge base to allow for effective development, adaptation and transitioning of new technologies and advanced capabilities to satisfy emerging strategic weapons system needs.
- **Non-nuclear Strategic Weapons Systems** - Provides the engineering, technical oversight, and facilities to support acquisition and ownership of the Navy's non-nuclear weapon systems deployed on strategic missiles or platforms or used in a strategic role. There is a growing role for such systems including on some of the SSBNs that will be converted to SSGNs, i.e. cruise missile platforms. Provides the critical capability and corporate knowledge base to allow for effective development, adaptation and transitioning of new technologies and advanced capabilities to satisfy emerging strategic weapons system needs.

6.0 Ordnance

This Product Area Directorate encompasses the following core equities:

- **Warheads, Rockets, Ammunition and Other Ordnance Systems** - Provides research, design, development, analysis, modeling, engineering, test, manufacture, acquisition, system integration, and industrial base, fleet and operational support. These functions are provided for energetic systems including Propellant Actuated Devices (PADs), aircrew escape propulsion systems, gun ammunition, rockets, missiles, Jet Assisted Takeoff Systems (JATOS), warheads, and other propellant or explosive filled ordnance. Much of the capability of this core equity has no or limited commercial equivalence, therefore it operates as a national resource for uniquely military requirements

NAME OF OFFEROR OR CONTRACTOR

and problems. Results in safe, effective, and successful delivery and life cycle support including reliability and quality evaluation of energetic systems to meet operational requirements, and stewardship of an essential capability.

- **Energetic Materials** - Provides a full range of critical capabilities, to assure safe and effective energetic materials are available, including research and development (synthesis, formulations, test and analysis); advancement of state-of-the-art energetic chemicals, propellants, explosives and pyrotechnics; manufacturing technology; scale-up, prototyping and production; hands on manufacturing expertise; industrial base support; and weapons and system integration. These energetic materials are used for many applications such as Cartridge Actuated Devices (CADs), PADs, aircrew escape propulsion systems, gun ammunition, rockets, missiles, JATOs, pyrotechnic devices, specialty devices, and warheads as well as for torpedo fuels, propellants, explosives and pyrotechnics. This capability has no or very limited commercial equivalence, therefore it operates as a national resource for uniquely military requirements. Results in safe and effective energetic materials for use in ordnance and any military energetic system, as well as, the ability to anticipate and meet mobilization and surge requirements.

- **Ordnance Safety, Logistics and Environmental Technology** - Provides research, engineering, development, test and evaluation, supporting ordnance safety and ordnance environmental capabilities. The expertise, resources and facilities are applied to energetic materials such as energetic chemicals, propellants, explosives and pyrotechnics; and ordnance or energetic systems such as CADs, PADs, gun ammunition, rockets, missiles, JATOS, pyrotechnic devices, warheads and other ordnance related products. Some products and services are: recommendations for Navy policies and standards; explosive safety engineering; hazard classification, safer synthesis and manufacturing of new chemicals, pyrotechnics, explosives and propellants; training materials for certification of explosive operations personnel; investigation and analysis of explosive incidents and mishaps; evaluation, coordination and determination of critical environmental technology; and the packaging, handling, storage and transportation requirements and designs for Naval ordnance. Results in safer and environmentally friendly energetics and ordnance systems as well as the stewardship for the increasingly important technologies and capabilities supporting ordnance safety and environmental management.

- **Cartridge Actuated, Pyrotechnic, and Specialty Devices** - Provides the research, design, development, analysis, modeling, engineering, test, manufacture, acquisition, weapons and system integration, and industrial base, fleet and operational support. These functions are provided for specialty energetic devices including pyrotechnic devices, cartridge actuated devices, explosive bolts, cutters, sounding devices and similar specialty devices. Much of this capability has no or very limited commercial equivalence, therefore it operates as a national resource for uniquely military requirements and problems. Results in safe, effective, and successful delivery and life cycle support including reliability and quality evaluation of specialty energetic systems to meet operational requirements, and stewardship of an essential capability.

7.0 Undersea Warfare (USW) Command and Control Systems

Provides corporate scientific and engineering knowledge and facilities for planning, developing, and conducting research, advanced engineering and operational systems development to ensure undersea warfare combat systems readiness. Provides a full spectrum program of research, development and engineering committed to all acoustic elements of submarine combat systems with generally equal emphasis on technology base, advanced development, integration and assessment of: Active and passive detection, classification, tracking and localization capabilities; Acoustic communications capabilities; Hull-mounted and towed arrays; Special acoustic and environmental sensor capabilities. Provides corporate scientific and engineering knowledge and facilities for planning, developing, and conducting research, advanced engineering and operational systems development to ensure submarine imaging and electronic warfare (I & EW) systems readiness. Provides corporate scientific and engineering knowledge and facilities for planning, developing, and conducting research, advanced engineering and operational systems development to ensure submarine exterior communications systems (ECS) readiness. Provides

NAME OF OFFEROR OR CONTRACTOR

corporate innovative scientific and sonar system engineering knowledge & facilities to meet fleet requirements for undersea warfare capabilities of surface forces. Provides end to end systems engineering of USW command and control across platforms, connectivity and cognitive tools to share data within the USW Battlespace and the theater level battlespace. This Product Area Directorate encompasses the following:

- **Submarine Combat Systems** - Provides corporate scientific and engineering knowledge and facilities for planning, developing, and conducting research, advanced engineering and operational systems development to ensure undersea warfare combat systems readiness. Performs systems engineering, independent verification and validation (IV&V), and certification for integration of new and upgraded combat, command, and control subsystems into total combat systems. Performs analysis and evaluation of advanced technologies for transition to combat control systems to ensure an affordable evolution of compatible systems for fleet use. Ensures continuum of life cycle engineering support for Fleet, industry and academia toward development and maintenance of submarine USW combat systems. Ensures leadership for development and specification of combat system architecture and interface requirements, and demonstration of hardware, software, and systems performance & integration.
- **Submarine Sonar Systems** - Provides corporate scientific and engineering knowledge to all acoustic elements of submarine combat systems with generally equal emphasis on technology base, advanced development, full-scale development and in-service engineering support. Focuses on analysis, definition, development, integration and assessment of: Active and passive detection, classification, tracking and localization; Acoustic communications; Hull-mounted and towed arrays; and Special acoustic and environmental sensors. Determines system employment guidelines and training systems development for operational realization of inherent capabilities of developed systems. Ensures full spectrum support for all transduction requirements of NUWC and serves as Navy's principal activity and center of expertise for acoustic transducer calibration, test, measurement and standards.
- **Submarine Imaging and Electronic Warfare** - Provides corporate scientific and engineering knowledge and facilities for planning, developing, and conducting research, advanced engineering and operational systems development to ensure submarine imaging and electronic warfare (I & EW) systems readiness. Performs systems engineering, IV&V, and certification for integration of new and upgraded I & EW subsystems into submarine combat systems. Performs analysis, assessment, and evaluation of advanced technologies for transition to I & EW systems to ensure an affordable evolution of compatible systems for fleet USW use. Ensures life cycle support of submarine I & EW systems by performing in-service engineering of installed systems to ensure fleet readiness. Provides leadership for development and specification of submarine I & EW systems and interface requirements, and demonstration of hardware, software, and systems performance and integration.
- **Submarine Communications** - Provides corporate scientific and engineering knowledge and facilities for planning, developing, and conducting research, advanced engineering and operational systems development to ensure submarine exterior communications system (ECS) readiness. Performs systems engineering, IV&V, and certification for integration of new and upgraded communications subsystems and antennas into submarine combat systems. Performs analysis, assessments, and evaluation of advanced technologies for transition to ECS to ensure an affordable evolution of compatible systems for fleet USW use. Ensures continuum of life cycle engineering support for fleet, industry and academia toward development and maintenance of submarine ECS systems. Ensures leadership for development and specification of submarine ECS and interface requirements, and demonstration of hardware, software, and systems performance and integration.

NAME OF OFFEROR OR CONTRACTOR

- **Surface Undersea Warfare** - Provides corporate innovative scientific and sonar system engineering knowledge and facilities to meet fleet requirements for undersea warfare capabilities of surface forces. Conducts research, development, test and evaluation for advanced sensor systems that detect, classify, and localize current and projected submarine, torpedo, and mine threats. Provides leadership in the area of surface sonar systems through efforts involving performance analysis, mission effectiveness evaluation, notional systems design, architectural definition, computer-based modeling, simulation, hardware and software prototype development, assessments, at-sea testing, in-service engineering and operational support. Provides direct fleet interface and engineering support for surface sonar in-service systems and equipment, ILS management, supply, material, manufacturing and procurement support.

8.0 Undersea Warfare (USW) Weapons and Vehicles

Provides corporate and scientific and engineering knowledge and facilities for planning, developing, and conducting research, advanced development, and operational systems development for all submarine, surface ship, and air-launched torpedo systems. Provides expertise and specialized facilities in support of experimental vehicle technology base programs to ensure technology insertion for Unmanned Undersea Vehicle (UUV) Systems. Provides capabilities required to establish techniques and identify transition technologies required to defeat an attacking torpedo. Provides technical leadership and management of submarine and assigned surface ship ASW weapon launching and handling systems. Provides corporate scientific and engineering knowledge and facilities for planning, developing, assessing, integrating, testing and operationally supporting USW tactical missile systems to ensure undersea warfare systems readiness. This Product Area Directorate encompasses the following:

- **Torpedoes** - Provides corporate and scientific and engineering knowledge and facilities for planning, developing, and conducting research, advanced development, and operational systems development for all submarine, surface ship, and air-launched torpedo systems. Performs systems engineering, design engineering, software engineering, logistics engineering and T&E for integration for new and upgraded torpedo systems into the Fleet. Identifies, develops, demonstrates and transitions new technology for torpedo systems. Ensures full spectrum of life cycle support engineering for fleet, industry and academia toward development and maintenance of torpedo systems.

- **Unmanned Undersea Vehicles** - Provides expertise and specialized facilities in support of experimental vehicle technology base programs to ensure technology insertion for unmanned undersea vehicle systems (UUVs). This role includes inventing, developing, integrating, demonstrating, and transitioning of UUV science and technology into the Fleet; provides technical program engineering and management dealing with life-cycle support for UUVs, undersea targets, countermeasures, and counterweapon systems.

- **Platform Defensive Systems** - Provide capabilities required to establish techniques and identify transition technologies required to defeat an attacking torpedo. These techniques encompass the torpedo detection, classification and localization and the effective combat control interfaces as well as the various devices and methods employed to defeat the threats. Achievement of self-defense goals requires the use of advanced signal processing (such as neural nets and wavelets), improved transducers (for both transmit and receive), adaptive processing and structured signal designs for countermeasures, the development of guidance and control algorithms and vehicle systems required to intercept high speed incoming targets, and novel concepts to defeat torpedoes that are within a few hundred yards of own ship.

NAME OF OFFEROR OR CONTRACTOR

- **USW Launchers** - Provides technical leadership and management of submarine and assigned surface ship ASW weapon launching and handling systems. Responsibilities include program/technical management of submarine and surface vessel weapon launching systems, exploratory development, advanced development, assessments, system analysis and simulation as required to define launcher systems and subsystems, requirements for development, operational systems development, testing cognizance and in-service engineering functions, system analysis and simulation required to define launcher systems and subsystems requirements for development. Responsibilities include integration of equipment and subsystems, maintenance, logistic support, quality assurance and production in conjunction with other government activities, private industry, universities and foreign activities as well as maintaining and operating extensive unique supporting laboratory facilities.

- **Submarine Missile Launcher Integration** - Provides corporate scientific and engineering knowledge and facilities for planning, developing, assessing, integrating, testing and operationally supporting USW tactical missile systems to ensure undersea warfare systems readiness. Performs systems engineering, design engineering, software engineering, logistics engineering and T&E for integration of new and existing missile systems on submarines. Analyzes and evaluates advanced technologies for transition to missile systems to ensure an affordable evolution of compatible systems for Fleet use. Ensures continuum of life cycle engineering support for Fleet, industry and academia toward development and maintenance of USW tactical missile systems. Ensures leadership for development of USW tactical missile systems and interface requirements, and demonstration of hardware, software, and systems performance and integration.

9.0 Undersea Warfare (USW) Ranges, Analysis, and Assessment

Provides corporate engineering and scientific knowledge and facilities for planning, developing, installing, and operating undersea ranges for US and allied USW training and test and evaluation. Provides a comprehensive undersea warfare analysis foundation that supports the conceptualization of current and emerging undersea warfare technological and operational directions. Provides comprehensive end-to-end USW readiness assessment, facilities, and training support to US and Allied foreign government undersea warfare research and development, Fleet tactical development, and readiness. This Product Area Directorate encompasses the following:

- **USW Ranges** - Provides corporate engineering and scientific knowledge and facilities for planning, developing, installing, and operating undersea ranges for United States and allied USW training and test and evaluation. Performs program management, systems engineering, requirements definition, algorithm and software development, ocean engineering, and acoustic, optical, and electronics technologies for training and T&E range development. Provides integration of live ranges with simulated and constructive exercises for undersea battlespace development to ensure affordable training and T&E options for the Fleet. Ensures leadership for development and specification of undersea ranges and engineering and T&E facilities.

- **USW Analysis** - Provides a comprehensive undersea warfare analysis foundation that supports the conceptualization of current and emerging undersea warfare technological and operational directions. Performs the analysis modeling and simulation of USW mission effectiveness required to assess submarine and surface ship USW including all aspects of warfare from under the sea and warfare against undersea threats including submarines, torpedoes and mines. Evaluates at-sea exercises through detailed reconstruction to explain system-level operations. Provides Science Advisors and technical support to the Fleet and Headquarters Commands. Performs technical analysis of intelligence information to assess implications for USW research and development.

NAME OF OFFEROR OR CONTRACTOR

- **USW Operational Assessment** - Provides comprehensive end-to-end USW readiness assessment, facilities, and training support to United States and Allied foreign government undersea warfare research and development, Fleet tactical development, and readiness assessment programs. Performs full spectrum test requirement development, production acceptance, test planning, conduct, and performance assessment of major weapon systems, subsystems, and components at diverse facilities, in both real and simulated environments. Conducts comprehensive testing of ASW systems in the laboratory, dockside and underway, to ensure fully operational combat systems are delivered to the Fleet and to provide a continuing assessment of USW combat system material readiness. Establishes and provides Fleet tactical training methods and procedures to Fleet units. Provides leadership for the development and specification of the Undersea Battlespace, providing the ability to simulate the introduction of new and proposed systems to the warfighter in his environment. Conduct operational testing, and develop evaluation reports for operational test and evaluation agencies.

10.0 Undersea (USW) Fleet Material Readiness

Provides Fleet material support, modernization and industrial technology engineering with the objective of ensuring the highest quality Fleet material availability and readiness through repair, overhaul and engineering and logistics support for parts and systems. Provides unique and specialized industrial facilities and maintenance engineering necessary to ensure Fleet material readiness for undersea vehicles (torpedoes, targets, countermeasures and mines). Including capabilities for disassembly, cleaning, module and components overhaul, upgrade and repair, assembly, fueling, ordnance handling, testing and environmental control of hazardous operations. Provides light industrial technology engineering and shop capabilities (machining, plating, painting, powder coating and electronic or electrical fabrication) for maintenance technology development, rapid prototyping, and custom engineering and fabrication solutions to resolve critical Fleet material needs due to obsolescence systems or components, lost sources of repair, or Original Equipment Manufacturer (OEM) "bail-outs". This Product Area Directorate encompasses the following:

- **USW Depot** - Provides Fleet material maintenance technology engineering and industrial capabilities required to ensure highest Fleet material availability, reliability, and sustainability. Provides unique engineering and industrial support of Fleet undersea vehicles including all Depot and Intermediate Maintenance Activity (IMA) processes for upgrades and turnarounds for all US Navy torpedoes (MK46, MK50, MK48, and MK54); troubleshooting, field change installation and repairs on all target systems; preparation of Ready for Issue (RFI) MK30 Targets; removal, disassembly, repair, reassembly, testing, and installation of 5" and 6" countermeasures; overhaul, repair, and assembly of undersea weapons delivery systems and Fleet training system such as submarine and surface ship torpedo launch systems and Antisubmarine Rocket (ASROC) Vertical Launch System (VLS); and overhaul or repair and industrial support to US Navy undersea mine program such as the Quickstrike Mine assemblies and AN/SQQ-32 Mine Hunting Sonar Systems. Provide overhaul and repair of Navy electronic modules and systems, electro-mechanical devices, and mechanical systems.

- **Obsolescence Engineering Solutions** - Provides maintenance technology development, rapid prototyping, precision COTS insertion, and custom engineering and fabrication solutions to resolve critical Fleet material needs due to systems obsolescence, unavailable or inadequate engineering documentation, or "lack of response" from Original Equipment Manufacture (OEM) or lost sources of repair. Provide emergent overhaul or repair and low-quantity manufacturing of defense electronic modules and systems, electro-mechanical devices, and mechanical systems.

NAME OF OFFEROR OR CONTRACTOR

11.0 Homeland Security and Force Protection

This Product Area Directorate encompasses the following core equities:

- **Homeland Security and Measured Response Options** - Provides a technical and systems engineering integration of capabilities in support of current and future homeland security requirements. Provides support to the homeland security components of homeland defense and support to civilian authorities to include coastal security, critical infrastructure protection, and counter-drug applications. Allows for preparation, prevention, deterrence, defense and response from asymmetric threats to non-military targets, both home and abroad. Additionally, provides non-traditional measures to counter these threats with operationally relevant measured response option that enable forces to optimize their effectiveness in operations other than war while preserving their ability to fight and win. NSWC's Naval Operations Other Than War Technology Center, The Joint Program Office for Special Technology Countermeasures and Critical Infrastructure Protection, and the DoD Counterdrug Technology Development Program are integral parts of this core equity.
- **Force Protection, Chemical and Biological Defense Systems** - Provides leadership, concept generation, and products to prevent or mitigate terrorist actions against DoD personnel, resources, facilities, and critical information to include physical security, operations security, and personal protective services. Supports combating terrorism activities and missions (both anti-terrorism and counter-terrorism) with the objectives of reducing the vulnerability to terrorist acts and developing offensive measures designed to prevent, deter, and respond to terrorism. Addresses consequence management, crisis management and intelligence support taken to oppose terrorist threats including chemical and biological attacks. The Navy's lead in chemical and biological defense systems and addresses the technology base, threat analysis and full spectrum of engineering expertise necessary to develop collective protection systems designs, to develop and test standoff and point detection options, decontamination solutions and techniques, and modeling and simulation.
- **Mission Assurance Capabilities** - Provides the ability to identify critical infrastructure susceptibilities and operational dependencies that, if not assured, could adversely impact mission success, or continuity of operations. Includes physical and logical infrastructure modeling (of commercial and defense networks), asset-to-mission dependency analysis, mission readiness and assurance assessments, risk-based management solutions, data mining and information management. This support is provided to mission planners, regional and installation commanders, and the warfighter as well as decision makers within the defense industrial base and/or acquisition community. Critical Infrastructure Protection and Mission Assurance initiatives have lead the way by developing and standardizing the methodologies and analytic capabilities to support the warfighter and civilian planners.

12.0 Surface Warfare Logistics and Maintenance

In support of COMNAVSEA's goal to become more efficient and effective in sustaining Fleet readiness, this functionally-oriented Product Area Directorate (PAD) was created to focus on improving processes and concepts for how the Warfare Centers support the Fleet. The Surface Warfare Logistics and Maintenance PAD is responsible for the following tasks. Working closely with the Undersea Warfare (USW) Fleet Material Readiness Product Area Director (PAD) to share engineering best practices and makes recommendations to the other PADs on instituting process improvements in their respective PAs. This may include developing customer-engineered solutions to process issues specific to a PA. Fostering collaboration on a wide array of maintenance engineering concepts, tools, processes including but not limited to depot operations, obsolescence management, COTS management and maintenance, and supply chain management. Working with the Work Assignment Executive (WAE) and PADs to provide assistance to PEOs, PMs, WAE, PADs in resolving logistics and maintenance

NAME OF OFFEROR OR CONTRACTOR

engineering challenges. This includes addressing current and future Fleet Logistics and Maintenance requirements, determining investments that are needed, participating in initiatives that improve readiness, and leveraging NAVSUP supply management solutions. Collaborating with the USW Fleet Material Readiness PAD to provide oversight and coordination to the Warfare Center Maintenance Engineering Working Group. This includes raising awareness of initiatives, techniques, and processes and examining tools to solve current critical supply system issues. Providing oversight and stewardship of critical products and industrial base capabilities such as batteries, microwave tubes, and others necessary to the sustainment of Naval warfare systems. Working with the PADs to make recommendations on engineering agent assignments in the area of logistics and maintenance engineering for Surface Warfare. In addition to the responsibilities listed above, the Surface Warfare Logistics and Maintenance PAD is accountable for the following items. Providing guidance and oversight for process improvements, specifically in logistics and maintenance engineering within Surface Warfare and overall, working to optimize technical and in-service engineering processes across all of the Warfare Centers' sites. Ensuring the Warfare Centers perform effectively and efficiently to meet customer and sponsor needs on a functional basis, focused on logistics and maintenance engineering. Providing advocacy for the Warfare Centers and highlighting their contributions to the Fleet, particularly when process improvements result in improving the sailor's life, reducing maintenance burdens, reducing manning and developing future concepts to improve systems. Supporting NAVSEA Logistics, Maintenance & Industrial Operations Directorate (SEA 04) on Warfare Centers' initiatives such as Sea Warrior - Initiatives Task Force EXCEL, tools, capabilities and processes in logistics and maintenance engineering for Surface Warfare.

NAME OF OFFEROR OR CONTRACTOR

ATTACHMENT 2

Warfare Center Activities Supporting Product Area Directorates

A. NAVAL SURFACE WARFARE CENTER (NSWC)

NSWC is the full-spectrum research, development, test and evaluation, engineering, and Fleet support center for surface ship hull, mechanical and electrical systems, surface ship combat systems, coastal warfare systems, and other offensive and defensive systems associated with surface warfare. The Center is comprised of six Divisions located across the country.

1.0 The Carderock Division (NATIONAL CAPITAL AND NORTHEAST ZONE)

The Carderock Division, located in West Bethesda, MD, has the mission of : (a) being the U.S. Navy's principal activity for RDT&E, fleet support, and in-service engineering for surface and undersea vehicle hull, mechanical, and electrical (HM&E) systems and propulsors; (b) providing logistics research and development; and (c) supporting the Maritime Administration (MARAD) and maritime industry. The Carderock Divisions mission covers all aspects of surface ship and submarine hull mechanical and electrical systems (HM&E) across all life cycles. The Carderock Division addresses the full spectrum of applied maritime science and technology, from the theoretical and conceptual, through design and acquisition, to implementation and follow-on engineering. The Carderock Division is comprised of two major sites - Headquarters, West Bethesda, MD (**National Capital Zone**), and Ship Systems Engineering Station, Philadelphia, PA (**Northeast Zone**) - and other facilities listed in Section 1.1 of this attachment. Additional information on the Carderock Division is available at <http://www.dt.navy.mil/>). The Carderock Division technical capabilities are:

- **Ship Design and Integration** - Carderock Division possesses naval architectural and integrated surface ship, and submarine design analyses capability to support ship systems integrated designs for acquisition programs and to generate advanced concepts ship designs for future naval capabilities. The capability for naval architectural integration at the ship systems level (total ship systems engineering) is unique to Carderock Division among all NAVSEA field activities. This function involves integration of the hull, mechanical and electrical (HM&E) systems technologies developed throughout Carderock Division, as well as those from other NSWC Divisions. Carderock Division serves as the naval architectural total ship systems engineering agent for NAVSEA Headquarters and other customers requiring this capability within an in-house Navy organization.
- **Ship Acquisition Engineering** - Provide single point-of-contact liaison between the Program Offices and Lead Design Yards and the technical codes at the Carderock Division. Provide the single point of entry for most program funding to assure value added to the customer and a coordinated Division response to customer needs. Provide consolidated proposals, reporting, tasking, and programmatic guidance to the Division technical codes. Provide the engineering and technical expertise to support headquarters acquisition Program Offices throughout each stage of the life cycle. Perform functions of Ship Design Manager, Deputy Ship Design Manager, and Systems Engineering Manager in support of NAVSEA 05 and acquisition program offices.
- **Ship Systems Concepts, Technologies, and Processes** - Provide the development, application, and advocacy of advanced concepts, technologies, and processes to support Total Ship Systems Engineering (TSSE). The following areas are included: information, software, and hardware integration and interoperability associated with ship design; information technology for ship life cycle support and other Navy needs; shipbuilding process improvements, product data acquisition, development, management, distribution, and use; ship costing, manpower, warfare assessment, and early stage design tool development and application; and development and application of collaborative teaming tools and environments.

NAME OF OFFEROR OR CONTRACTOR

- **Surface & Undersea Vehicle Machinery Systems Integration** - This technical capability provides a coordinated, integrated approach for all major machinery programs. This role includes test and evaluation initiatives, enabling technology insertion, and machinery integration into new acquisition programs and the deployment of machinery initiatives into the Fleet. In addition this role provides platform specific focus for the management of machinery systems for the PEO and all Fleet activities. The platform role includes the management of planned tasks, unplanned tasks, business development and information and product management. The program role includes the initiation, planning, execution and management of all major machinery programs. Programs are determined from the risk, visibility and integration of the specific tasks or projects. In addition this capability provides an integrated approach to systems engineering for machinery system that require focus from multiple technical capabilities. The role includes the management of well disciplined processes for the management of programs and platforms. This technical capability provides the primary interface to external customers for machinery system initiatives. This role manages machinery proposals and products. This capability provides extensive analyses of external and internal trends, matching engineering and support codes to our customers needs.

- **Combatant Craft & USMC Vehicles** - This technical capability is the core of the government's Combatant Craft and Boat experience and technical expertise and USMC Vehicles. The synergistic integration of full spectrum, full life cycle boat and craft expertise and experience near the boat and craft Fleet provides for unique capabilities. The technical capabilities primary purpose is to provide the integration of all aspects of boat, craft and vehicle development. This capability addresses vehicles with all types of hull forms and mission requirements from unpowered, towed craft to high speed vehicles with dynamic as well as buoyant lift. This capability supports the changing needs of a broad customer base: including the U.S. Navy, U.S. Army (USA), USMC, Special Operations Forces (SOF), U.S. Coast Guard (USCG), Foreign Military Sales (FMS) and other DoD, non-DoD and private industry sponsors.

- **Unmanned Vehicles** - Provide the science, technology, and engineering expertise for the development of advanced concepts for surface, subsurface, air, and ground unmanned or autonomous vehicles and their integration with existing and future manned naval and USMC units. Provide the HM&E expertise (in conjunction with other Carderock capabilities) for launch and recovery systems, propulsion systems, and battery and advanced energy sources. Provide the integration of all aspects of maritime unmanned vehicle development, testing, fielding, and support.

- **Hull Forms, Propulsors, and Fluid Mechanics** - This is the Navy's only technical capability for surface and undersea vehicle platforms, propulsors, and fluid mechanics. It supports all marine vehicles including surface ships, submarines, unmanned vehicles, and craft (including fixed and rotating wing aircraft) by developing the technologies for systems and procedures which define the external shape of the vehicle, control systems and control surfaces, and the vehicle's propulsor interaction with the vehicle and its environment. These systems are necessary to ensure that the performance of each platform meets mission requirements for controllability, powering, mobility, seakeeping, and propeller or foil noise. These characteristics to a large part determine the safety, efficiency and affordability of the platform operation, and contribute to its signature characteristics. This capability addresses vehicles with all types of hull forms and mission requirements from unpowered, towed vehicles to high speed vehicles with dynamic as well as buoyant lift. The Division provides the required, extensive and highly specialized model testing facilities necessary to fully support sponsors, and to develop and validate analytical tools used to design or assess alternatives to meet Navy requirements.

- **Surface and Undersea Vehicle Mechanical Power and Propulsion Systems** - These are the engines (non-nuclear), reduction gears, shafting, bearings and associated mechanical components, which provide mobility, range, and endurance to surface ships, submarines and craft. Specific items within this technical capability include gas turbine, internal combustion, and steam power systems, equipment, and components; main propulsion reduction gears, clutches, brakes, couplings, thrust bearings, shafting components, and propulsors. Principal

NAME OF OFFEROR OR CONTRACTOR

functions performed are the research and development, test and evaluation, and life cycle management of mechanical power and propulsion systems and equipment.

- **Surface and Undersea Vehicle Electrical Power and Propulsion Systems** - These are the electrical power and propulsion generation, conversion and distribution systems for surface ships, submarines and craft. Specific items within this technical capability include electric power and propulsion generators and motors, current collectors, switch gear, power conditioning devices and equipment, and electric distribution systems and equipment. Principal functions performed are the research and development, test and evaluation, and life cycle management of electrical power and propulsion systems and equipment.

- **Surface and Undersea Vehicle Auxiliary Machinery Systems** - These are the critical infrastructure systems and equipment that support all aspects of operation such as propulsion, power generation, combat systems, life support, weapons, acoustics, depth, and maintenance for surface ships, submarines and craft. Specific items within this technical capability include pumps, air compressors, hydraulics, piping and valves, actuators, distillation plants, oxygen generators, heat exchangers and cooling systems and equipment. Principal functions performed are the research and development, test and evaluation, and life cycle management of auxiliary machinery systems and equipment.

- **Surface and Undersea Vehicle Hull, Deck, and Habitability Machinery Systems** - These are the systems and equipment which provide the intra-ship materiel and weapons handling, boat, vehicle and aircraft handling, navigation, closures and habitability and hotel service systems. These systems and components are vital to shipboard operation to make the ship ready to support battle condition requirements as well as to sustain the ship when deployed. Specific items within this technical capability include: anchor windlasses, boat davits, conveyors, cranes, elevators (aircraft, cargo, weapons, and personnel), escalators, hoists, submarine hydraulics, torpedo handling, minesweeping handling, steering, helicopter hangar doors, life lines, safety nets, doors, hatches, scuttles, food service, galley, laundry and dry cleaning, lavatories and berthing equipment. Principal functions performed are the research and development, test and evaluation, and life cycle management of hull, deck and habitability machinery systems and equipment.

- **Surface and Undersea Vehicle Machinery Automation, Controls, Sensors and Network Systems** - These are the devices, systems, applications, connectivity, and interfaces that provide the enabling smart-ship driven digital technologies and programs. Functions include performance detection and monitoring, control, unmanned operation, and distribution of information for machinery systems and components. They enable situational awareness, fault detection and corrective action, intelligent reconfiguration and redistribution of vital systems, and the reduction of human involvement in machinery operation and decision making tasks. These systems are utilized by all other machinery technical capabilities, and support the effective operation and maintenance of these systems and equipment. Principal functions performed are the research and development, test and evaluation, in service engineering, software support, and life cycle management of machinery automation, controls, sensors and network communications systems and equipment.

- **Surface, Undersea and Weapon Vehicle Materials** - RDT&E, acquisition support, and In-Service Engineering Agent (ISEA) for surface, undersea and weapon vehicle materials. Certifying and validating technical requirements for all materials used in the Fleet. Supporting Navy safety standards. Identifying materials and fabrication processes. Analyzing engineering mechanics and fitness for purpose. Developing and validating chemical formulations; and metallic and non-metallic tests and characterizations. Fabricating and testing prototypes of ship systems and components. Developing materials and processes for survivability systems, sea borne signature reduction, ship structures, weapons, and propulsion and auxiliary machinery systems.

NAME OF OFFEROR OR CONTRACTOR

- **Surface and Undersea Vehicle Structures** - Full spectrum RDT&E, acquisition support and ISEA for surface ship and submarine structures. Identifying new structural concepts and materials applications; identifying potential failure modes; developing and validating methods to predict seaway, ice-breaking, and other loads; developing and validating structural analyses and design procedures; proven analytical and experimental procedures to support ship design; confirming designs through analyses, model tests, sea trial, and deep dives; and ISEA support.

- **Alternative Energy & Power Sources R&D** - The core technical expertise to investigate, develop and implement programs in emerging alternative energy source technologies. This technical capability combines the strengths of the Navy's recognized leaders in electrochemical power sources (e.g. batteries & fuel cells) R&D, and leadership in marinization and ship integration with other disciplines such as nuclear technologies, biotechnology, physics, materials science, and shipboard electric power systems enabling the development of energy source specifications, which effectively address safety and environmental issues as well as performance requirements. As a result, application of this capability accelerates the transition of advanced technology to application in current and future Navy systems.

- **Environmental Quality Science and Systems** - The core technical expertise necessary to equip Navy ships with environmental quality procedures, equipment, and systems that are best suited and designed to meet the unique requirements within the constraints of the warship environment (e.g., environmental compliance, space, weight, stealth, noise, logistics, manning, etc.). This capability provides the body of knowledge to sustain stewardship of environmental quality systems throughout their life cycle; ensures independent and objective testing, validation and integration of products; and provides teaming and partnering with industry and academia to ensure technological superiority for the future Fleet's war fighting systems.

- **Advanced Logistics Concepts and HM&E Life Cycle Logistics Support** - The core technical expertise for logistics support technology and developing and maintaining ILS products for all HM&E equipment and systems in the Fleet and for Army watercraft. Products and Services include: Concept development, R&D, T&E, Modeling & Simulation, Cost and Benefit Analyses, Designs & Specifications Hardware, Technology Transition, Knowledge and Technical Base, and Management Support. Specific Areas of expertise and programs include: Life Cycle Engineering, Logistics Technical Documentation, Logistics Information Technology, Condition-Based Maintenance (includes aviation platforms – Joint Advanced Health and Usage Monitoring System (JAHUMS) & Air Vehicle Diagnostic System (AVDS) programs), Navy Joint Continuous Acquisition and Life-Cycle Support (JCALS) Implementation, Strategic Sealift & JLOTS, Logistics Systems Analyses & Modeling, Offshore Basing, Materiel Support & Automated Prognostics Maintenance. Provides Navy-wide logistics R&D, and RDT&E, Fleet Support, and In-Service Engineering for Fleet HM&E Logistics Systems (including ordnance, material, boat and vehicle handling systems), ensuring mission sustainability where and when needed. Examines development and application of technologies pertinent to transportation and transfer of personnel and material; maintenance, diagnostics, and repair of surface and subsurface vessels and marine vehicle systems; development and maintenance of logistics technical documentation for HM&E systems; digital Logistics data environments, and Integrated Logistics Support planning, management and implementation.

- **Surface, Undersea and USMC Vehicle Vulnerability, Survivability and Force Protection Systems** - NSWC ship (including submarine, unmanned vehicles, USMC vehicles, and boats and craft) vulnerability, survivability and force protection products are the technology, equipment and systems necessary to ensure that all Navy ships are safe to operate and have the lowest vulnerability and highest survivability possible. These products apply to personnel, and the platform and its component systems. Functions performed include the full spectrum of RDT&E, acquisition support, and ISEA for new ship and submarine designs, and for alterations to current vehicles. Ship products include: damage tolerant hull forms and structural concepts; fire resistant and fire safe materials; damage control (including fire and smoke) systems and equipment; shock hardened hulls, machinery,

NAME OF OFFEROR OR CONTRACTOR

and equipment; damage resistant structures (including armor concepts); collective protection structural concepts and machinery systems; ship control algorithms; shock and live fire trials; survivability and vulnerability analyses; weapon loading and effectiveness assessments; damage stability analyses; damage control systems integration; damage control training; and personnel safety products (equipment for: fire safety; ballistic, nuclear, biological, and chemical protection systems; and floatation and survival-at-sea).

- **Surface and Undersea Vehicle Active and Passive Acoustic Signatures and Silencing Systems** - Develops technologies and methodologies employing stealth concepts to reduce ship (also submarine, unmanned vehicle, and craft) signatures. Silencing concepts and products develop from mission requirements factored with existing technology and materials, and cost considerations. In their primarily military application, the products reduce the signature at its source, reduce the signature before it is radiated, or impede the return of threat sensor energy to its source (echo mitigation). All ships, submarines, boats, craft and unmanned vehicles: silencing approaches, materials, hardware and machinery to reduce ships signatures; research in radiated noise, structureborne noise, structural acoustics, SONAR-self-noise, propulsor noise, acoustic materials, machinery noise, active noise control, and synergistic concept integration for future quiet ships and submarines with increased tactical missions envelopes; acoustic measurements facilities, equipment and techniques; recommendations to reduce the passive acoustic signatures, and SONAR-self noise of ships and submarines; RDT&E on target strength mechanisms, the relationship of marine structures to target echo structure, the mitigation of target echo by passive means through structural design and echo reducing materials suitable for marine applications; precision active acoustic measurements and data reduction, analyses, and interpretation on full-scale and large models; measurements of radiated noise, structureborne noise, structural acoustics, SONAR-self noise, propulsor noise and machinery noise systems; and integrated structural and material echo reduction concepts for the design of future quiet submarines with increased tactical mission envelopes.

- **Surface and Undersea Vehicle Non-Acoustic Signatures and Silencing Systems** - Develops technologies and methodologies to reduce ships' (including submarine, unmanned vehicle, and craft) radar cross section, infrared, electro-optical, and magnetic signatures. Measurement and diagnostic systems and modeling consider mission in a cost-effective, integrated signature control design. Existing systems are evaluated and design changes are recommended. In-service engineering includes developing design of system backfits as new technology becomes available. All Ships, Submarines, boats, craft and unmanned vehicles: policy for future R&D and the direction of stealth development and design; Program management for the Topside Signature portion of the Surface Ship Exploratory Development Program; system and component performance technical requirements; signature assessments of existing surface ships and undersea vehicles; non-acoustic signature predictions of notional vessels; design change recommendations to mitigate non-acoustic signatures of existing and future ships; advanced electromagnetic signature theories; formulations, manufacturing processes and measurement techniques for low-observable materials, coatings, and equipment; computational modeling and analyses; model experiments, and full-scale trials; non-acoustic signature reduction system and component sea trials on a dedicated test craft; system designs for backfits, new construction, and countermeasures; and Fleet support.

- **Undersea Vehicle Sail Systems and Deployed Systems** - These are the submarine sail and deployed systems used to communicate, navigate, and conduct surveillance and intelligence in an undersea and littoral environment. Specific items within this technical capability include the sail mounted and deployed (buoy and floating wire) antenna, periscope, snorkel, I&EW, and radar systems. Of critical importance is the operation of the HM&E components, which raise and lower or deploy and retrieve sensors from the submarine. Failure of this equipment results in the inability to send or receive communication and I&EW information, to navigate safely, to covertly gather information, to conduct tracking, surveillance and targeting operations and can compromise crew and submarine during hostile operations. Principal functions performed are the research and development, test and evaluation, engineering, Submarine Safety Certification Program (SUBSAFE) certification, and life cycle management of undersea vehicle sail and deployed systems and equipment.

NAME OF OFFEROR OR CONTRACTOR

1.1 Carderock Division Detachments, Remote Offices, Other Supported Activities, and Ranges

The Carderock Division is responsible for the operation of the following activities in support of its mission:

- Ship Systems Engineering Station, Philadelphia, PA
- Special Trials Facility, Patuxent River, MD
- Combatant Craft Department, Norfolk Little Creek, VA
- Acoustic Trials Department (USNS Hayes), Port Canaveral, FL
- South Florida Testing Facility, Fort Lauderdale, FL
- Research Vessels - Athena I & II and Lauren, Panama City, FL
- Memphis Detachment - Large Cavitation Channel, Memphis, TN
- Acoustic Research Detachment, Bayview, ID
- Bremerton Detachment, Bremerton, WA
- Southeast Alaska Acoustic Measurement Facility (SEAFAC), Ketchikan, AK

2.0 ..Corona Division (SOUTHWEST ZONE)

The Corona Division, located in Norco, CA, is the Navy's only independent analyses and assessment center. It has the mission of gauging the warfighting capability of ships and aircraft, from unit to battlegroup level, by assessing the suitability of design, the performance of weapons and equipment, and the adequacy of training. In order to carry out this mission, NSWC Corona Division possesses a number of unique capabilities. Foremost among these are the Joint Warfare Assessment Laboratory (JWAL) and the Measurement Science and Technology Laboratory (MS&T). JWAL is the cornerstone of the Divisions integrated approach to warfare assessment and the focal point of the Divisions internal and external interconnectivity. The MS&T Laboratory provides unique and advance measurement capabilities that arm warfighters with the most accurate, reliable weapons and test equipment in the world. Additional information on the Corona Division is located at <http://www.corona.navy.mil/>. The Corona Division technical capabilities are:

- **Warfare Performance Assessment** - Analyzes and evaluates the performance of developmental and operational weapons and combat systems using consistent, government-controlled evaluation criteria, procedures, techniques, and analyses methodology to gauge success. Provides an objective determination of warfare capability in threat-representative scenarios and operational environments. Identifies and evaluates the factors that enhance or limit systems capability and effectiveness; assist to isolate root cause and operational criticality, and supports the technical community to effectively manage corrective actions. Performance databases are developed and maintained to verify and validate Fleet readiness, models and simulations, and the efficacy of system improvements. Assessment of warfighting capability of unit, joint, and combined forces during training exercises to evaluate mission area effectiveness and supports improvements.

- **Quality and Material Readiness Assessment** - Quality and Readiness Assessment provides the Government's technical assessment of material readiness, requirements, products, and processes for Weapons and Combat systems during all life-cycle phases to improve quality, reliability, producibility, performance and Fleet readiness. The assessment is provided by the functions of Shipboard Material Readiness, Surface Missile Systems Material Readiness, Quality Management, and Quality Engineering. The Division provides life cycle support to Program Management Offices (e.g., NAVSEA, Naval Air Systems Command (NAVAIR), Space and Naval Warfare Systems Command (SPAWAR), PEOS and USA, U.S. Air Force (USAF), and Department of Energy (DOE)) during the acquisition deployment, and in-service life of Weapons and Control Systems. The Division also provide research, expertise, and products for guidance and policy from DoD and Office of the Secretary of the

NAME OF OFFEROR OR CONTRACTOR

Navy (OSN) through the PEO-level and represent the Government on industry standards committees.

- **Measurement and Test Assessment** - Measurement and Test Assessment evaluates interface requirements, test requirements, and processes to assure interchangeability of interfaces, test system effectiveness, and their measurement integrity. This is accomplished through interface analyses, test systems assessment, and metrology engineering. In each of these three engineering areas, government expertise and contractor oversight is required to ensure product and technical integrity.

- **Range Instrumentation Engineering and Management** - This technical capability provides government control, expertise, and oversight for the systems engineering, management, acquisition, and life cycle support for range instrumentation, and telecommunication systems for the Navy's test and Tactical Training Range (TTR) communities. This capability makes possible and supports the collection, assessment, analyses, evaluation, and distribution of data to improve the military proficiency and readiness of surface ship combat systems.

2.1 Corona Division Detachments, Remote Offices, Other Supported Activities and Ranges

- Fallon, NV.
- El Centro, CA.
- Yuma, AZ.
- Quantico, VA.
- Oceana, VA.
- Key West, FL.
- Beaufort, SC.
- Cherry Point, NC.

3.0 ..Crane Division (MIDWEST ZONE)

The Crane Division, located in Crane, IN, has the mission of providing cost effective, quality, and responsive acquisition, engineering, logistics, and maintenance for the Fleet's weapon and electronic systems, ordnance, and associated equipment and components. Crane Division is the U.S. Navy's best, fully integrated, acquisition and Fleet support organization providing engineering and industrial base support of weapons systems, subsystems, equipments, and components with principal emphasis on industrial and product engineering associated with surface warfare systems in the areas of electronics, ordnance, pyrotechnics, gun systems, microwave technology, small arms, and surface ship electronic warfare in-service engineering. Additional information on the Crane Division is located at <http://www.crane.navy.mil>. The Crane Division technical capabilities are:

- **Electronic Warfare (EW) Systems Acquisition, Engineering and Industrial Base Support** -Provides engineering and industrial base support for acquisition, testing and maintenance of EW Systems. Support includes integrated engineering, acquisition, logistics and maintenance, installation, direct Fleet Support, removal, reuse, disposal, and program management support of EW systems across all warfare areas. Includes teaming with the Fleet, industry and other Government Activities to maintain and improve EW systems, subsystems, components and support equipment across all warfare areas throughout their life cycles.

- **Microelectronic Technology** - Microelectronic technology products are an integral part of all modern weapons systems. Crane Division develops technical requirements to support acquisition offices, performs evaluations to assure that these products are appropriately selected and robustly designed into systems, and supports the products and the systems that use them throughout their deployment and life-cycle. Products include

NAME OF OFFEROR OR CONTRACTOR

microcircuits, circuit cards and processors, packaging and interconnect technologies and other electronic assemblies.

- **Electronic Module Test and Repair** - Provides the full spectrum of life cycle support functions at the electronic module level. This includes development of test requirements and test systems, product and source certification testing, obsolescence support, failure analyses, manufacture, test and repair. Progressive maintenance and distance support capabilities are included. Services include computer resource management, prototype and limited manufacturing, installation, direct Fleet support, reverse engineering, calibration, reutilization, repair and up-grade. Includes teaming with the Fleet, industry and other Government Activities to provide solutions to problems at the module or product level.

- **Microwave Components** - Provides complete life cycle support of microwave components for military weapon systems. Includes design, testing qualification, failure analyses, repair, procurement, and engineering expertise necessary to develop and support military weapons systems. Services provided include test and repair of microwave tubes, Microwave tube ISEA for AEGIS and Navy Surface Search Radars, Fleet and ship problem investigations, executive agent for microwave tubes for DoD, system requirements determination, item management, reliability analyses, manufacturing audits, cathode life testing for DoD and National Aeronautics and Space Administration (NASA), failure analyses and engineering solutions for microwave tube problems, organic qualification testing of microwave components, microwave laboratory test equipment design and construction, microwave failure analyses and repair.

- **Batteries and Energy Storage Devices** - Includes engineering expertise and facilities to provide industrial base support services for batteries and other energy storage and transfer devices (fuel cells, Uninterruptible Power Supply (UPS), solar cells, power supplies and ancillary equipment). Services include: product improvement, requirements definition, design, development, prototyping and limited production, acquisition and acquisition engineering, standardization, T&E, safety certification, technology evaluation and insertion, production engineering, in-service engineering, maintenance, Fleet training and system retirement.

- **Acoustic Sensors** - Provides acquisition support, test facilities, in-service engineering (including alterations) and integrated logistics concepts for Acoustic Sensors. Integration of these efforts requires extensive system knowledge gained through a highly extensive technical work force involved in the entire life cycle of the products. Capability includes engineering, technical, logistics, surge production and repair.

- **Small Arms** - Provides complete life cycle support for Small Arms weapon systems. Responsibilities include design, development, T&E, acquisition, depot overhaul, and logistics management of small and minor caliber gun systems. This includes integration of state-of-the-art sensor and stabilization technology to enhance the overall performance of the weapon system. This technical capability is coordinated with Crane's responsibilities for Life Cycle Management of Night Vision and Electro-Optics (NVEO) and RADAR equipment. Many of the advanced gun weapon systems and capabilities are already being employed in the direct support of current Anti-Terrorism and Force Protection. This capability also supports United States Special Operations Command (USSOCOM), USMC, USCG, USA, and USAF.

- **Conventional Ammunition Engineering** - The Conventional Ammunition Engineering technical capability provides comprehensive life cycle management functions to provide safe, reliable and effective munitions to the Fleet, USMC and SOF. The capability provides program management, design and development, Commercial Off-the-Shelf (COTS) insertion, simulation and modeling, systems safety support, acquisition and in-

NAME OF OFFEROR OR CONTRACTOR

service support, T & E including quality evaluation, maintenance, logistics support and demilitarization and disposal functions.

- **Pyrotechnic Technology** - Provides the warfighter with affordable, safe, reliable and effective pyrotechnics for the many varied functions that are supported including infrared countermeasures, target enhancement, illumination and signaling and marking. Provides total life cycle support including program management, research, modeling and simulation, design and development, COTS insertion, test and evaluation, product improvement, acquisition and production support, quality evaluation, Fleet support and demilitarization and disposal for all Navy pyrotechnics. This capability also supports the USA, USAF, and the private sector. Provides Navy expertise and leadership for pyrotechnics.

- **Defense Security Systems** - Provides expertise to achieve total security solutions for safeguarding personnel, property and material aboard Navy ships and at Navy, USMC, and other DoD shore installations and activities. By coupling extensive knowledge of physical security with a workforce skilled in design, acquisition, logistics and integration, the capability acts as a technical agent providing dynamic, regionalized, integrated force protection solutions employing the latest in COTS electronic and physical security equipment.

- **NVEO Devices and Chemical, Biological, Explosive Detection Systems Acquisition, Engineering and Industrial Base Support** - Provides cradle to grave engineering and industrial base support for Night Vision, Lasers, Thermal Imagers, and Multi-Sensor Electro-Optic systems for NAVSEA, NAVAIR, USMC, USCG, SOF, USSOCOM, and USAF. Provides life cycle management, engineering and industrial base support for Chemical, Biological, and Explosive Detection Equipment. Support includes developing, purchasing, testing, maintaining, fielding, installing and improving such equipment and representing the Navy on many Joint Service logistics and acquisition teams. Provides Program Management for Fleet Night Vision Devices.

- **Radar Systems** - Provides the NAVSEA Acquisition Program Managers technical alternatives for making investment decisions for acquisition of radar material resources, and provides the disciplines in the systems acquisition process to assure that the government obtains a product that satisfies the military requirement. Provides a core technical capability for Navy detection radar systems and components with emphasis on industrial support. Deputy Program Management services are provided for planning and budgeting, monitoring and controlling and directing. Acquisition Engineering services provided are technology management, affordability analyses, and developing technical data packages. Product Engineering services include affordability analyses, design and development consulting, modeling and simulation, test and evaluation, limited manufacturing and reverse engineering. Maintenance and Repair services include production planning and control, initial inspection and testing, repair and overhaul.

3.1 ..Crane Division Detachments, Remote Offices, Other Supported Activities and Ranges

- NSWCC Crane Division, Fallbrook Detachment, Fallbrook, CA.
- Gendora Lake Test Facility, Sullivan, IN.
- Fleet Sensors Support Facility, Al Manama, Bahrain.

4.0 ..Dahlgren Division (NATIONAL CAPITAL, GULF COAST, AND MID-ATLANTIC ZONES)

The Dahlgren Division is the U. S. Navy's principal research, development, and test and evaluation, engineering and Fleet support activities for surface warfare, surface ship combat systems, ordnance, strategic systems, amphibious warfare, mines and mine countermeasures, diving, life support, and damage control systems and special warfare systems. The Division is comprised of three major sites: Naval Surface Warfare Center, Dahlgren Laboratory in Dahlgren, VA (**National Capital Zone**); NAVSEA NSWCC Panama City in Panama City, FL (**Gulf Coast Zone**); and the Combat Systems Direction Activity at Dam Neck in Virginia Beach, VA (**Mid-**

NAME OF OFFEROR OR CONTRACTOR

Atlantic Zone). Additional information on the Dahlgren Division can be located at <http://www.nswc.navy.mil/wwwDL/>; <http://www.ncsc.navy.mil/>; and <http://www.navseadn.navy.mil/>. Dahlgren Division technical capabilities are:

- **Warfare Analyses and Modeling** - This capability identifies strengths and weaknesses of warfare systems in meeting national objectives; conducts special studies to evaluate the effects of modifying force structure, targets, or tactics, and provides science and technology guidance. It provides assistance in developing requirements and options for future forces; developing and improving weapon systems; evaluating variations in threat scenarios and impacts of technologies; and assessing comparative capability versus costs for Forces, Warfare Mission Areas, and Systems.
- **Mission Planning and Targeting Systems** - This technical capability is specifically concerned with the development of mission planning and targeting systems for the tactical and strategic systems noted as well as with the development and application of technology to meet future needs. This applies to existing systems, evolving systems and to needs not previously identified by the Navy or other services.
- **Sensor Systems RDT&E** - Provide for the RDT&E of passive and active radio frequency (RF) and electro-optic (EO) sensors for naval warfare systems. This function is full spectrum, including RDT&E of exploratory, advanced and engineering development sensors and systems as well as lifetime systems engineering support and software support agent functions for fielded sensors and sensor systems. This capability also provides worldwide quick reaction support to the Fleet to develop new sensors, modify existing sensors and to develop and evaluate sensor countermeasures in times of crisis.
- **Combat and Weapon Control Systems** - Specifies and leads the development and support of combat and weapon control systems for the Navy's surface ship Fleet. Includes analyses, technology development, integration and evaluation, and testing of combat and weapon control systems. Also includes all the capabilities, functions, components, and elements required to develop, systems engineer, test, and support the combat and weapon control systems from conception through their lifetime as well as adapting and transitioning new technologies and advanced capabilities to meet changing requirements.
- **Engagement Systems RDT&E** - Provides RDT&E and acquisition support for virtually every engagement system (including surface launched missiles and missile launchers, guns, gun ammunition, and ship launched decoys) aboard Navy surface ships – from technology development to shipboard integration. The most important role is to provide the systems engineering and integration required to transform a multiplicity of system elements into an effective warfare system. This process involves the flowdown of requirements necessary to define the specifications for new weapon systems, product improvements, and shipboard modifications.
- **USMC Weaponry Systems RDT&E** - Provides the technology base and conducts RDT&E to develop and demonstrate technologies to meet the USMC unique weapons responsibility for expeditionary missions, amphibious warfare, and subsequent operations ashore. This responsibility includes the design and development of new systems or components, product improvements enhancing the military performance of existing systems or components, the neutralizing of deficiencies in stated requirements, and weapons system acquisition.
- **Strategic Systems** - The mission in strategic systems is technology advancement, systems engineering, software development, and operational support for Navy strategic systems. The current Navy strategic weapons system focus is on the SLBM system, especially in the areas of weapons control, targeting, and reentry systems. It addresses all United States and United Kingdom (U.K.) SLBM systems. Development of SLBM modernization concepts and new system concepts (e.g., SSGN) is also supported.

NAME OF OFFEROR OR CONTRACTOR

- **EW Systems RDT&E** - Conduct of full spectrum RDT&E in EW systems for surface ships and for special purpose intelligence collection equipment for submarines, aircraft, and surface ships. This includes the development of new technologies, such as the application of high power microwave, for application in surface ship sensor and countermeasures systems; provides for the transition of new technologies to existing and planned EW suites; provides acquisition support, technical evaluation and T&E of systems developed by industry; and develops technologies and fields systems for special purpose intelligence collection purposes.

- **Amphibious Warfare Systems** - This technical capability includes the facilities and expertise to develop and support amphibious warfare systems required by joint Navy and Marine Forces to conduct expeditionary operations. These systems are deployed on a wide variety of amphibious platforms such as the LHD, LSD, LHA, LPD ship classes; strategic sealift ships; and landing craft are utilized. Amphibious warfare systems include: Landing Craft Air Cushion (LCAC) ship and craft interface systems; command, control, communications and navigation equipment; decision support systems; targeting sensors; battlespace information management systems; assault breaching systems; and ship-to ship and ship-to-shore transport systems for amphibious warfare. Technology expertise is also provided in the areas of systems integration and interoperability; command and control; air cushion vehicles; and battlespace information management.

- **Special Warfare Systems** - This technical capability includes the facilities and expertise to develop and support the systems and equipment required by SOF to conduct their missions. Special Operations generally are accepted as being non-conventional in nature and clandestine in character. Missions include special mobility operations, unconventional warfare, coastal and riverine interdiction, beach and coastal reconnaissance and certain intelligence operations. These missions require vehicles that may be manned such as the Swimmer Delivery Vehicle (SDV), remotely operated or autonomous.

- **Coastal Operations** – This technical capability includes the application of knowledge and technology developed for military and warfighting arenas to support diverse existing and emerging civil, commercial, and academic needs. Provides scientific and technological development support in the broad areas of expeditionary warfare, joint littoral warfare, counterdrug operations, operations other than war, coastal and maritime security, and operations in the coastal arena. Additionally, supporting the arena of joint expeditionary operations in the littoral environment.

- **Weapons Systems Safety** - Provides analytical, technology base, systems engineering, product development, and Fleet support expertise to assess compliance of systems safety and survivability requirements of Fleet assets, especially surface warfare assets. Defines and determines effects from shock, blast, fragments, toxic products, and laser radiation in the life cycle evolution of weapons or combat systems. Assesses system and item vulnerabilities, including software; and specifies, designs, and develops means to remove failure modes, control environments, limit damage, or otherwise reduce possible loss of combat capability.

- **Electromagnetic Environmental Effects (E³)**- Lead for E³ RDT&E that assures operational effectiveness of Naval and joint systems exposed to stressing electromagnetic (EM) environments. Develops and applies analytical and experimental techniques, facilities, and instrumentation required in the EM susceptibility and vulnerability assessment of electronic components, circuits, and systems. Coordinates and directs programs such as Hazards of Electromagnetic Radiation to Ordnance (HERO), Hazards of Electromagnetic Radiation to Personnel (HERP), and Hazards of Electromagnetic Radiation to Fuel (HERF) and Electromagnetic Vulnerability (EMV) to determine EM effects on equipment and systems. Investigates specific and generic EM susceptibility problems and develops, evaluates, and recommends procedural and hardware changes to ensure successful mission completion. Manages the Shipboard Electromagnetic Capability Improvement Program and serves as the E³ Battle Force interoperability electromagnetic interference (EMI) problem solver for the Navy. Develops and validates analytical and experimental techniques and tools, including computational electromagnetics, to predict and assess topside

NAME OF OFFEROR OR CONTRACTOR

design issues based on location and performance. Coordinates and directs programs to achieve integrated topside designs maximizing system performance in the EM environment for new ships and ship alterations. Provides, via the Electromagnetic Compatibility Analysis Program (EMCAP), processes and guidance for Battle Force frequency management to the Fleet, anywhere and anytime.

- **Chemical Biological Warfare (CBW) Defense Systems RDT&E** - This capability covers all aspects of CBW Defense. It provides the technology base, threat analyses and the full spectrum of engineering expertise necessary to design and develop the equipment needed to protect Naval and Joint Services forces afloat or ashore, whether the threat is chemical or biological.
- **National Needs** - National attention is focused on military participation in nontraditional missions. The National Needs technical capability provides robust integration across the spectra of research, development, analyses, deployable tools and systems to assist the services, other government agencies, and the civilian sector in supporting evolving non-traditional missions. It addresses homeland security initiatives by providing the technical and systems engineering capability necessary to mitigate the effects of asymmetric threats on our homeland to include homeland defense and support to civilian authorities. It supports force protection requirements in the areas of combating terrorism, physical security, operations security and personal protective services by developing products to mitigate hostile actions against DoD personnel, resources, facilities, and critical information. It includes a commercial and defense critical infrastructure protection and mission assurance capability by providing the ability to identify critical infrastructure susceptibilities and operational dependencies that, if not assured, could adversely impact mission success or continuity of operations. And from an asymmetric warfare perspective, it provides operational response options that fill the gap along the force escalation curve for the purpose of implementing National policy such as enforcement of trade sanctions and exclusion zones, maritime intercept operations, and humanitarian assistance. For example, Dahlgren serves the DoD at the PEO level in the areas of Counter-Drug Technology, Infrastructure Assurance, and Special Technology Countermeasures, in addition to executing PEO-level responsibilities for the Navy in the area of Operations Other Than War (OOTW).
- **Battleforce Systems RDT&E and Interoperability** - This technical capability encompasses the analyses, systems engineering, and assessment of systems at the force warfare or mission level. Included are integrated systems that provide capability at the force, battle group, and theater level such as Ballistic Missile Defense. Major themes running through out include requirements definition, performance and cost trade studies, force structure assessment, and battlegroup and force interoperability.
- **Mine Countermeasure Systems** - This technical capability includes the development and implementation of new technologies to conduct defensive mine warfare. Defensive mine warfare includes detecting, identifying, and neutralizing mine threats from deep water through the surf zone. Detection and identification may use magnetic, acoustic, and electro-optics as well as other technologies. Neutralization uses systems ranging from minesweeping to explosive clearance. Assets used for defensive mine warfare operations include both dedicated and organic air, surface and sub-surface platforms as well as remotely controlled and unmanned systems. Included in this technical capability are the specialized facilities and expertise needed to exploit the new technologies found in existing and emergent mine threats and to develop new systems and tactics to counter those threats.
- **Mine Systems** - This technical capability includes the development and implementation of new technologies and systems to conduct offensive mine warfare. Offensive mine warfare includes those people and facilities necessary for successful and innovative research, design, development, analyses, modeling, engineering, test, acquisition, platform integration, as well as Fleet and operational support for safe, effective, high technology mine systems and sub-systems including deployment equipment.

NAME OF OFFEROR OR CONTRACTOR

- **Diving Systems** - This technical capability encompasses RDT&E, acquisition support and man-rated In-Service Engineering support for the Navy's underwater diving life support systems and specialized equipment as well as support for tri-service diving requirements. This technical capability is needed for underwater Naval Special Warfare (NSW), Explosive Ordnance Disposal (EOD), USMC Swimmer, and Salvage Diving for in-theater ship repair, particularly in areas remote from dry dock and pier facilities. The ability of divers to conduct reconnaissance, recover ordnance, and repair damage can be a critical factor in maintaining the operational status of the deployed task force.

- **Life Support Systems** - This technical capability encompasses full spectrum support for the Navy's underwater and surface personal life support systems. In addition, this technical capability adapts and develops systems and technologies applicable to providing life support in a wide variety of other extreme environments in which manned systems are required to operate. This technical capability includes RDT&E, acquisition support and man-rated In-Service Engineering for critical Life Support systems and specialized equipment necessary for manned operations in hazardous environments such as Damage Control and Firefighting as well as providing protection and an operational capability in chemical and biological hazard scenarios.

- **Product-Oriented Research, Exploratory and Advanced Development** - this technical capability encompasses full spectrum support for:

- (a) Structuring a comprehensive Division Science and Technology (S&T) Program.
- (b) Planning and executing independent research and independent exploratory development (IR/IED) programs. Technically planning and executing product-oriented technology programs assigned by ONR.
- (c) Defining and conducting shallow water and very shallow water exploratory and advanced development systems programs.
- (d) Maintaining awareness of university and commercial technology by establishing partnering mechanisms and agreements.
- (e) Maintaining awareness of foreign technology and act as the national leader for assigned areas.
- (f) Defining and managing involvement in technology reinvestment project (TRP) and defense technology conversion initiatives.
- (g) Developing state-of-the-art tools, measurement systems and mathematical methods necessary in the research and exploratory development process.
- (h) Rapidly prototype enabling technologies and transition them to industry through such processes advanced technology demonstrations (ATDs).

4.1 Dahlgren Division Detachments, Remote Offices, Other Supported Activities and Ranges

- Re-entry System Dahlgren Division Detachment, Washington, DC.
- Special Operations Command Technical Support Center, Tampa FL.
- Potomac River Test Range, Dahlgren, VA.
- Explosive Experimental Area, Pumpkin Neck, VA.
- Joint Gulf Test Range.
- Coastal Test Range, Panama City, FL
- Near-Shore Influence Test Range, Panama City, FL
- Naval Experimental Diving Unit (NEDU).
- Naval Diving and Salvage Training Center (NDSTC).

NAME OF OFFEROR OR CONTRACTOR

5.0 ..Indian Head Division (NATIONAL CAPITAL ZONE)

The Indian Head Division, located in Indian Head, MD is the U. S. Navy's principal research, development, and test and evaluation, engineering and Fleet support activity providing the full spectrum of technical capabilities necessary to rapidly move any "energetics" product from concept through production, to operational deployment. Additional information on the Indian Head Division can be located at <http://www.ih.navy.mil>). Indian Head Division technical capabilities are:

- **Missile Propulsion, Rockets, JATOs, PADs, Gun Ammunition, Underwater Warheads and Associated Sub-Systems** - This technical capability supports the full life-cycle for Rockets, JATOs, Propellant Actuated Devices (PADs), Missile Propulsion (Boosters and Rockets), Gun Ammunition, and Underwater Warheads. The capability includes research, development, energetic selection and characterization of propulsion and explosive systems; propellant (i.e. solid, gelled, liquid, etc.) explosive, and pyrotechnic processing techniques for ordnance; use of thermal, structural, ballistic, and flight modeling analyses to design rocket motor cases, nozzles, and igniters; and line, mix, assembly, test and evaluation of energetic formulations and prototype propulsion and explosive systems. This technical capability also includes full life cycle support for underwater warheads, fuzing and initiation systems, and MicroElectro Mechanical Systems (MEMS) research and development; this includes target vulnerability (including foreign systems) assessment; warhead exploratory research and development; and naval weaponry test and evaluation. Indian Head Division in-service engineering support includes engineering, integrated logistics support, maintenance, surveillance, and technical documentation support for energetic systems as well as the safety, maintenance and training for the end user.

- **Energetic Material Research, Development and Manufacturing Technology** - The Indian Head Division provides research, synthesis, development, and manufacture of specialty energetic chemicals, explosives, components for explosive systems, solid propellants, gelled propellants, liquid propellants, ignition materials, and pyrotechnics. In 1995, the Office of Naval Research (ONR) established the Energetics Manufacturing Technology Center of Excellence at the Indian Head Division. The Center interacts with the Navy Acquisition Program Offices, the PEO's, and the System Commands to identify and validate pervasive producibility and affordability issues and coordinates through the Joint Defense Manufacturing Technology Panel, with other service Manufacturing Technology (MANTECH) programs to eliminate duplication and leverage investments. The MANTECH Program focuses on the development and technology transfer of new manufacturing technologies and processes for energetic materials; including manufacturing and producibility issues unique to energetics. This capability also includes the application of state of the art equipment and processing techniques to the development and manufacture of new or existing energetic materials. The Division's energetics manufacturing capability allows for the transition of energetic materials from laboratory bench scale to low rate initial production (LRIP) quantities. This capability also provides support for production rate surges and provider of last resort (for military unique products, products not available in industry) as required by military emergencies.

- **Cartridge Actuated Devices (CADs), Cutters, Sounding and Specialty Devices** - In 1998 the CAD/PAD Joint Program Office was established at the Indian Head Division to improve the services' interoperability, reduce duplication and costs, optimize resources, and increase standardization. The Indian Head Division holds the tri-service charter for RDT&E, engineering, acquisition, manufacturing, and Fleet support of cartridge actuated devices (CADs) and propellant actuated devices (PADs). PADs are similar to rocket motors. CADs perform vital functions such as stores ejection, flare and chaff deployment, and sequencing functions in aircrew escape and various weapon systems. The resources required to provide full spectrum support for these devices are consolidated at the Division. Design, engineering, and prototype capabilities enable the development of emerging technologies to transition into operational evaluation and service use. Integrated manufacturing facilities provide pilot scale and low rate production with the ability to meet rapid response and mobilization requirements. Complementing these capabilities are specialized nondestructive and destructive test facilities dedicated to CAD/PAD testing. Acquisition engineering and management functions allow the Indian Head Division to perform

NAME OF OFFEROR OR CONTRACTOR

the "smart buyer" role for DoD and FMS customers. This full spectrum support is rounded out by a comprehensive Fleet support capability providing integrated logistics support, maintenance engineering, and training of Fleet personnel. This capability spans the entire life cycle of CAD (and similar devices) activity from: R&D to Fleet support of aircraft, missile and target subsystems (e.g. aircrew escape, stores or bomb racks, ECM, fire extinguishers, and missile flight components).

- **Weapon Simulators, Trainers, Training, Test and Diagnostic Equipment** - Weapons simulation and emulation is a mission critical function for the Navy because the products are required for certification of weapons systems to fire live ordnance and they provide a safe and cost effective way of keeping personnel trained and ready. The Indian Head Division's weapon and missile simulators, trainer, training, and test and diagnostic equipment technical capability has successfully evolved over a 35 year period. This capability was consolidated at Indian Head Division primarily because weapon and missile simulators and certification test equipment designed and manufactured by system prime contractors were proprietary products that were missile or weapons system specific, expensive to procure, difficult to maintain and incorporated no common simulation approach or no common hardware architecture. Because simulators and certification test equipment are procured in limited quantities, which are not profitable for industry to design and fabricate, the Division is frequently called upon as the source of last resort.

- **Energetic Safety, Environmental Technology, Logistics, and PHS&T** - The growing concern for explosive safety and the environment compliance places constraints on the research, development, manufacture, and use of hazardous materials in energetics. The nature of the energetics work performed at the Indian Head Division provides a natural link to the explosives safety; logistics; packaging, handling, storage and transportation (PHS&T); and environmental issues surrounding energetic materials and ordnance. The Naval Ordnance Safety and Security Activity (NOSSA) including the Ordnance Environmental Support Office (OESO) utilizes Indian Head Divisions expertise for environmental, explosives safety and ordnance safety issues. In recent years this capability has expanded to include Environmental and PHS&T Research and Development activities. As a result, the Indian Head Division has stayed ahead of the technology curve required to ensure safe and environmentally compliant energetic materials processing and support, in line with current standards.

5.2 ..Indian Head Detachments, Remote Offices, Activities and Ranges

- Naval Packaging Handling, Storage and Transportation Center, Earle, NJ
- Strategic Systems, Seal Beach Detachment, Seal Beach, CA.

6.0 ..Port Hueneme Division (SOUTHWEST ZONE)

The Port Hueneme Division, located in Port Hueneme, CA has the mission of providing T&E, In-Service Engineering (ISE), and ILS for Surface Warfare Combat Systems and Subsystems, Unique Equipments, and Related Expendable Ordnance of the Navy Surface Fleet. The Port Hueneme Division is the U.S. Navy's best, fully integrated, acquisition and Fleet support organization providing for combat and weapon systems installed in the U.S. Navy surface Fleet, USCG Fleet, and many foreign Navy fleets. These weapon systems include the AEGIS Combat Systems, Ship Defense Systems, Ship Missile Systems, Vertical and Guided Missile Launching Systems, Gun Weapon Systems and UNREP. Whether testing equipment that includes Cold War-era weapons and high-tech Tomahawk cruise missiles fired in the Persian Gulf, or working to enhance future capabilities for the Navy, the Divisions mission is to ensure that warfare systems operate safely for the Fleet Sailors and are effective in hitting their mark. Additional information on the Port Hueneme Division can be located at <http://www.phdnswc.navy.mil/>. Port Hueneme Division technical capabilities are:

- **Theater Warfare and Battleforce Systems ISE, T&E, and ILS** - Provide ISE, T&E and ILS at the Theater Warfare and Battleforce Level. Provide systems engineering and analyses in support of integration of

NAME OF OFFEROR OR CONTRACTOR

sensors, control systems and weapons used to provide battleforce, theater and area defense from surface ships, including joint interoperability. Ensure integration, interoperability, and effectiveness of battleforce warfare systems through the assignment of Battleforce Action Teams. Provide logistics support for shipboard system elements as well as test and evaluation of advanced systems and upgrades to current systems. Develop Joint Capabilities and Limitations documents and provide inputs to tactics development.

- **Surface Combat Systems ISE, T&E, and ILS** - Provide ISE, T&E and ILS of Combat Systems during all phases of the system life cycle. Develop system requirements & specifications. Provide Systems Engineering and analyses to support the full integration of combat system elements. Analyze Fleet combat system integration problems and failures to provide engineering and logistic solutions. Plan, manage, and conduct test and evaluation throughout life cycle. Develop Capabilities and Limitations documents and provide inputs to tactics development. Develop and conduct combat system level tests. Conduct Combat System Ships Qualification Trials (CSSQTs) during which the entire combat system, support elements, and personnel are assessed.
- **Surface Weapon Systems ISE, T&E, and ILS** - Provide ISE, T&E, and ILS throughout the entire life cycle of weapon systems. Provide input to the design and development of new weapons systems; assume design agent for out of production systems. Plan manage and conduct test and evaluation throughout life cycle. Analyze Fleet problems and failures to provide engineering and logistic solutions. Provide a full array of logistics services to the Fleet. Inspect, Test and Certify weapons systems. Train and certify personnel. Develop, maintain, test, certify, and distribute tactical and support software. Ensure safety, effectiveness and affordability of operational weapons systems. Develop maintain, test, certify, and distribute tactical software.
- **UNREP Systems ISE, T&E, and ILS** - Provide ISE, T&E, and ILS throughout the entire life cycle of UNREP systems. Develop system specifications and requirements for future systems. Includes design and development of advanced UNREP systems. Provide installation and modernization of UNREP machinery and equipment. Provide shipboard technical support, analyze Fleet problems and failures, and produce engineering and logistics solutions.
- **Surface Gun Systems ISE, T&E, and ILS** - Provide ISE, T&E, and ILS throughout the entire life cycle of major and minor caliber gun systems and decoy launching systems. Provides support for design and development of advanced gun systems. Ensure safety and operational readiness is maintained and that the systems are managed efficiently and effectively. Develop system documentation and procedures, maintain computer programs, and certify gun systems. Analyze Fleet problems and failures to produce engineering and logistics solutions.
- **Surface Missile Systems ISE, T&E, and ILS** - Provide ISE, T&E, and ILS throughout the entire missile life cycle. Ensure missile safety and operational readiness are sustained at the required levels, and that missile systems are managed efficiently and effectively. This technical capability spans elements of requirements and performance effectiveness, ground testing and test systems, flight test, safe missile handling, transportation and storage ashore, and onboard transit ships and combatants.
- **Surface Launcher Systems ISE, T&E, and ILS** - Provide ISE, T&E, and ILS throughout the entire launching system life cycle. Ensure safety and operational readiness is maintained and that the systems are managed efficiently and effectively. Develop requirements, system specifications and procedures, computer programs and procedures. Certify launching systems and personnel to enable systems and crews to operate safely and effectively. Analyze Fleet problems and failures to produce engineering and logistics solutions.
- **Surface Ship Sensor Systems ISE, T&E, and ILS** - Provide ISE, T&E, and ILS throughout the entire sensor system life cycle. Ensure safety and operational readiness is maintained and that the systems are efficient

NAME OF OFFEROR OR CONTRACTOR

and effective. Develop system documentation and procedures, remote monitoring, maintenance plans, computer programs and procedures. Analyze Fleet performance and identify issues to produce engineering and logistics solutions.

6.2 Port Hueneme Division Detachments, Remote Offices, Other Supported Activities and Ranges

- NAVSEA Port Hueneme San Diego Detachment, San Diego, CA.
- NAVSEA Port Hueneme White Sands Detachment, White Sands, NM.
- NAVSEA Port Hueneme Louisville Detachment, Louisville, KY.
- NAVSEA Port Hueneme Virginia Beach Detachment, Virginia Beach, VA

B. NAVAL UNDERSEA WARFARE CENTER (NUWC)

The Naval Undersea Warfare Center (NUWC) is the Navy's full-spectrum research, development, test and evaluation, engineering and Fleet support center for submarines, autonomous underwater systems, and offensive and defensive weapons systems associated with undersea warfare. NUWC is headquartered in Rhode Island, and has two major subordinate activities -- Division Newport and Division Keyport. NUWC leadership areas consist of:

- Undersea Warfare Modeling and Analyses.
- Submarine Combat and Combat Control Systems.
- Surface Ship and Submarine SONAR Systems.
- Submarine Electronic Warfare.
- Submarine Unique On-Board Communication Systems and Communication Nodes
- Undersea Ranges.
- Submarine Electromagnetic, Electro-Optic and Nonacoustic-Effects Reconnaissance, Search and Tracking Systems
- Undersea Vehicle Active & Passive Signatures (Except HM&E).
- Submarine Vulnerability and Survivability (Except HM&E).
- Torpedoes and Torpedo Countermeasures.

1.0 ..Newport Division (NORTHEAST ZONE)

The Newport Division, located in Newport, RI is the U. S. Navy's principal research, development, and test and evaluation, engineering and Fleet support activity providing the technical foundation that enables the conceptualization, research, development, fielding, modernization, and maintenance of systems that ensure the U.S. Navy's Undersea Superiority (Additional information on the Newport Division can be found at <http://www.npt.nuwc.navy.mil/>). The Newport Division has the responsibility for the full life cycle of submarine and undersea warfare systems encompassing:

- Research and Development.
- Prototyping.
- Systems Development.
- Acquisition and Production Support.
- Testing and Evaluation.
- Fleet Support.
- Partnering with Industry and Academia.
- USW Analyses.

NAME OF OFFEROR OR CONTRACTOR

The Newport Division has leadership in the following submarine and surface ship systems:

- Submarine leadership areas include - ElectroOptic Systems; Electromagnetic Systems; SONAR Systems; SONAR Countermeasures; Torpedoes; Torpedo Countermeasures; Weapon and Countermeasure Launcher Systems; Tactical Missiles Integration; Non-Acoustic Effects Systems; Undersea Warfare Modeling and Analyses; Survivability Systems (e.g., Mine Avoidance SONARs); Tactical Undersea Ranges; Undersea Vehicles (Unmanned Undersea Vehicles and Targets); Combat Systems; Combat Control Systems; Onboard Communication Systems and Nodes; and Electronic Warfare Systems.
- Surface Ship leadership areas include - Tactical Warfare Systems for Surface Ship Undersea Warfare; Torpedo Countermeasures; Torpedo Launcher Systems; Countermeasure Launcher Systems; Torpedoes; Undersea Vehicles (Unmanned Undersea Vehicles and Targets); Tactical Undersea Ranges; Undersea Warfare Combat Systems; Undersea Warfare Modeling and Analyses; Mine Avoidance SONAR Systems; Hull-Mounted and Towed SONAR Arrays (Sources and Receivers); SONAR Systems.

The Newport Division has the following major focus areas:

(a) Torpedoes, Targets, Countermeasures, Undersea Vehicles

A representative sample of the Newport Division responsibilities and capabilities in this area are:

- Conducting product-oriented research, exploratory and advanced development
- Performing environmental acoustics characterization and modeling, and research, development and engineering for new systems and hardware and software upgrades for shallow water and arctic operating areas.
- Performing USW modeling and analyses.
- Conducting technical exploitation of foreign systems.
- Developing and engineering new systems and hardware and software upgrades.
- Performing test and evaluation during research, development, acquisition, and follow-on testing.
- Developing essential land-based facilities to support system research, development, acquisition and follow-on testing.
- Conducting all high energy system and component RDT&E and follow-on testing.
- Acting as the Technical Direction Agent (TDA) or Design Agent (DA).
- Assuming technical responsibility for prime contractors.
- Developing system technical specifications.
- Providing TDA or DA support to the PEO or Program Management Office (PMO) Source Selection Evaluation Board (SSEB) process by conducting technical evaluations of contractor proposals for developmental systems.
- Supporting warfare system integration.
- Conducting design reviews.
- Formulating and conducting development testing including critical item test and system hardware and software IV&V.
- Conducting technical progress reviews and identify and define recommended corrections to engineering problems during development.
- Conducting system design certification and integration.
- Developing the Test and Evaluation Master Plan (TEMP).
- Planning and executing Technical Evaluations (TECHEVALs), recommending readiness for Operational Evaluations (OPEVALs).

NAME OF OFFEROR OR CONTRACTOR

- Defining, developing and managing system hardware and software baselines.
- Developing production test requirements.
- Providing production support for systems or modifications in production.
- Performing as the Software Support Activity (SSA) for torpedoes and associated automated test equipment
- Managing Fleet and contractor failure review and corrective action process.
- Conducting Logistics Support Analysis (LSA).
- Providing ILS planning and management.
- Evaluating vendor performance against specifications.
- Designing, developing and providing Fleet support for automatic test equipment
- Making technical recommendations for all milestone decisions.
- Providing technical support for FMS consistent with above roles.

(b) Ranges

A representative sample of the Newport Division responsibilities and capabilities in this area are:

- Developing and improving Naval undersea range system, including Major Range and Test Facilities Base (MRTFB) range facilities.
- Providing Range support for RDT&E on Atlantic ranges.
- Acting as the National project officer for underwater range technology data exchange agreement.
- Managing and operating the Atlantic Undersea Test and Evaluation Center (AUTEC) (an MRTFB Facility).

(c) Submarine SONAR and Combat Systems, Surface Ship SONAR ASW Systems, and Arctic Program Coordination

A representative sample of the Newport Division responsibilities and capabilities in this area are:

- Conducting product-oriented research, exploratory and advanced development.
- Performing environmental acoustics characterization and modeling, and research, development and engineering for new systems and hardware and software upgrades for shallow water and Arctic operating areas.
- Conducting USW modeling and analyses.
- Conducting technical exploitation of foreign systems.
- Developing and engineering for new systems and upgrades.
- Performing T&E during research, development, acquisition, and follow on-testing.
- Developing essential land-based facilities to support system research, development, acquisition and follow-on testing.
- Acting as the TDA or DA (smart buyer).
- Taking technical responsibility with prime contractors.
- Developing system technical specifications.
- Providing TDA or DA support to the PEO or PMO SSEB process by conducting technical evaluations of contractor proposals for development systems.
- Supporting warfare system integration.
- Conducting design reviews.
- Formulating and conducting development testing including critical item test and system IV&V.

NAME OF OFFEROR OR CONTRACTOR

- Conducting technical progress reviews and identify or define recommended corrections to engineering problems during development.
- Conducting system design certification and integration.
- Developing the TEMP.
- Planning and executing TECHEVAL, recommending readiness for OPEVAL.
- Developing and maintaining computer programs and hardware.
- Developing production test requirements.
- Conducting Fleet liaison and Fleet support.
- Developing trainers and training material for assigned systems.
- Conducting LSA and maintenance planning.
- Performing CM.
- Providing test equipment support.
- Performing System installation, checkout and Fleet introduction.
- Making technical recommendations for all milestone decisions.
- Providing technical support for FMS consistent with above roles.
- Managing the Center's Combat System Tests and Certification programs, manage the T&E ranges under the cognizance of NAVSEA, advise NAVSEA on the development of individual ship T&E programs, and identifying and prioritizing the major support resource needs such as range improvements and target requirements for ships and shipboard systems T&E.

(d) Operational Testing

A representative sample of the Newport Division responsibilities and capabilities in this area are:

- Conducting ship ASW systems testing (e.g. Fleet Operational Readiness Accuracy Check Site (FORACS), CSSQT, Shipboard Electronic Systems Evaluation (SESE), Weapons Safety Assistance Team (WSAT) for Atlantic ranges.
- Performing all WSAT TDA functions for submarines and surface ships.
- Conducting early operational assessments (EOAs) for COMOPTEVFOR as trusted agent for assigned submarine and USW systems.
- Planning and executing Follow-on Operational Test and Evaluation (FOT&E) for assigned systems.

(e) Tactical Unmanned Undersea Vehicles (UUVs), Submarine Communications, Electronic Warfare (EW), Electro-Optical Systems (Periscopes), Nonacoustic Effects, Submarine-Launched Tactical Missile Systems, Weapon and Countermeasure Launcher Systems

A representative sample of the Newport Division responsibilities and capabilities in this area are:

- Conducting product-oriented research, exploratory and advanced development.
- Performing environmental acoustics characterization and modeling, and research, development and engineering for new systems and hardware and software upgrades for shallow water and arctic operating areas.
- Performing USW modeling and analyses.
- Conducting technical exploitation of foreign systems.
- Developing and engineering new systems and hardware and software upgrades.

NAME OF OFFEROR OR CONTRACTOR

- Performing test and evaluation during research, development, acquisition, and follow-on testing.
- Developing essential land-based facilities to support system research, development, acquisition and follow-on testing.
- Conducting all high energy system and component RDT&E and follow-on testing.
- Acting as the TDA or DA.
- Assuming technical responsibility for prime contractors.
- Developing system technical specifications.
- Providing TDA or DA support to the PEO or PMO SSEB process by conducting technical evaluations of contractor proposals for developmental systems.
- Supporting warfare system integration.
- Conducting design reviews.
- Formulating and conducting development testing including critical item test and system hardware and software IV&V.
- Conducting technical progress reviews and identify and define recommended corrections to engineering problems during development.
- Conducting system design certification and integration.
- Developing the TEMP.
- Planning and executing TECHEVAL, recommending readiness for OPEVAL.
- Defining, developing and managing system hardware and software baselines.
- Developing production test requirements.
- Providing production support for systems or modifications in production.
- Performing as the SSA for torpedoes and associated automated test equipment.
- Managing Fleet and contractor failure review and corrective action process.
- Conducting LSA.
- Providing ILS planning and management.
- Evaluating vendor performance against specifications.
- Designing, developing and providing Fleet support for automatic test equipment.
- Making technical recommendations for all milestone decisions.
- Providing technical support for FMS consistent with above roles.

(f) Product-Oriented Research, Exploratory and Advanced Development

A representative sample of the Newport Division responsibilities and capabilities in this area are:

- Structuring a comprehensive Center Science and Technology (S&T) Program.
- Planning and executing independent research and independent exploratory development (IR/IED) programs.
- Technically planning and executing product-oriented technology programs assigned by ONR.
- Defining and conducting shallow water and Arctic research, exploratory and advanced development environmental and system programs.
- Supporting coordination of PEO and systems commands technology needs and S&T guidance with joint mission area (JMA) assessment process.
- Maintaining awareness of university and commercial technology by establishing partnering mechanisms and agreements.
- Maintaining awareness of foreign technology and act as the national leader for assigned areas.
- Defining and managing involvement in technology reinvestment project (TRP) and defense technology conversion initiatives.

NAME OF OFFEROR OR CONTRACTOR

- Developing state-of-the-art tools, measurement systems and mathematical methods necessary in the research and exploratory development process.
- Rapidly prototype enabling technologies and transition them to industry through such processes as advanced technology demonstrations (ATDs).

(g) Undersea Warfare (USW) Modeling and Analyses

A representative sample of the Newport Division responsibilities and capabilities in this area are:

- Supporting JMA assessments.
- Assessing the impact of current and projected technologically feasible threat intelligence data to identify trends and shortfalls.
- Assessing advanced concepts or enabling technologies and support program formulation with infrastructure, cost, risk and performance assessments.
- Quantifying and recommending required ship and USW system characteristics.
- Conducting the AOA and supporting engineering tradeoff studies.
- Quantifying and recommending operational goals and thresholds for program baseline and TEMP documentation and augment developmental test and evaluation (DT&E) and operational test and evaluation (OT&E) testing through simulation.
- Assessing near-term alternatives addressing urgent Fleet needs.
- Conducting technical and vulnerability assessment for assigned USW programs.
- Supporting generation of Fleet guidelines, tactics, and tactical decision aids.
- Managing field team program office.
- Managing the intelligence program office and special intelligence and special compartmented intelligence (SI/SCI) billets and spaces.
- Developing and maintaining credible family of validated submarine and USW simulations and supporting data bases.
- Providing synthetic environments in a distributed network of hardware-in-the-loop and man-in-the-loop facilities which support the product's life cycle and allow interaction with simulated or live forces.

1.1 Newport Division Detachments, Remote Offices, Other Supported Activities and Ranges

- Shipboard Electronic Systems Evaluation Facility (SESEF), Norfolk, VA.
- Shipboard Electronic Systems Evaluation Facility (SESEF), Mayport, FL.
- Seneca Lake SONAR Test Facility, Dresden, NY.
- Dodge Pond Acoustic Measurement Facility, CT.
- NUWC Detachment AUTEC, The Atlantic Undersea Test and Evaluation Center, Andros Island, Bahamas
- Towed Array Test and Evaluation Facility (TATEF), West Palm Beach, FL.

2.0 Keyport Division (NORTHWEST ZONE)

The Keyport Division, located in Keyport, WA (Navy Region West) supports the mission of the Naval Undersea Warfare Center by providing test and evaluation, in-service engineering, maintenance and repair, fleet support, and industrial base support for undersea weapons systems, countermeasures and sonar systems. Additional information on the Keyport Division can be found at <http://www-keyport.kpt.nuwc.navy.mil/>). Integral to this mission is making Fleet USW systems, countermeasures, and SONAR system dependable by ensuring they

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00178-04-R-4000	PAGE 53 OF 135
NAME OF OFFEROR OR CONTRACTOR		

are: Proven through Test, Training and Evaluation; Available through Life-Cycle Systems Supportability; and Sustained through Fleet Material Readiness.

- **Test, Training, and Evaluation and Operational Assessment:** Principal provider of full spectrum Undersea Warfare (USW) TT&E and Operational Assessment services including test, training, and evaluation planning; test and training conduct; providing real-time, wide-area ranges and ranging alternatives; environmental testing and failure analysis; and analysis and evaluation of systems in both surrogate and real war-fighting environments. Manager of Pacific Fleet ASW Test, Training and Readiness Programs. Manager of Northwest Undersea Ranges. Trusted Agent for Commander, Operational Test and Evaluation Force.
- **Fleet Material Readiness (FMR):** - Principal provider of Fleet material support, modernization, and industrial technology, including preventive and corrective maintenance of undersea vehicles. Perform modernization and upgrade of components in these products, focuses on improving performance, reducing required maintenance and reducing testing required for new product acceptance. Exploit leading-edge industrial technology and custom engineering to support the R&D community in prototype development and testing. Resident NAVSEA Product Area Director for USW Fleet Material Readiness.
- **Integrated Warfare Systems Supportability:** Provides in-service engineering (ISE) and human and systems integration (HIS) support engineering services. Develops and employs software, integrated hardware, and knowledge management tools to create a more efficient and effective training and troubleshooting environment for the sailor. Manages and deploys configuration management and configuration status accounting services in a data environment integrated with Fleet users. Provides obsolescence prediction, management, and mitigation analysis and engineering services. Through integrated product teaming with unique depot level skills base, performs reverse engineering, redesign, and COTS insertion services for troubled electronic legacy systems and COTS systems. Manages and provides solutions to COTS related obsolescence through upgrade/replacement or system life-cycle analysis, design, prototyping and production support. Applies specialized COTS obsolescence knowledge by integrating acquisition logistics and life cycle cost trade-offs into RDT&E and production phases of a system. Assists Fleet Commanders in material movement and planning, and provides critical link between Fleet and the shore infrastructure.

2.1 Keyport Division Detachments, Remote Offices, Other Supported Activities and Ranges

- NUWC Detachment, San Diego, CA.
- NUWC Detachment, Lualualei, HI.
- NUWC Detachment, Hawthorne, NV.
- National UUV Test and Evaluation Center (NUTEC), Keyport, WA.
- Fleet Test Range, Nanoose, BC Canada.
- 3D Tracking Range, Dabob Bay, WA.
- Shallow Water Range, Quinalt, WA.
- Shipboard Electronic Systems Evaluation Facility (SESEF), Ediz Hook WA.
- Shipboard Electronic Systems Evaluation Facility (SESEF), San Diego, CA.
- Shipboard Electronic Systems Evaluation Facility (SESEF), Hawaii.
- Fleet Operational Readiness Accuracy Check Site (FORACS), Hawaii.
- Fleet Operational Readiness Accuracy Check Site (FORACS), AUTEK.
- Fleet Operational Readiness Accuracy Check Site (FORACS), San Clemente, CA.
- Fleet Operational Readiness Accuracy Check Site (FORACS), NATO.

NAME OF OFFEROR OR CONTRACTOR

- Other Activities Supported include NAVAIR, Naval Supply Systems Command (NAVSUP), Supervisor of Shipbuilding, Conversion and Repair (SUPSHIP), SPAWAR, COMOPTEVFOR, ONR, Office of Naval Intelligence (ONI), Defense Logistics Agency (DLA), Naval Weapons Station Yorktown, Naval Weapons Station Indian Island, Naval Magazine Pearl Harbor, United States Customs Service, DoD Counter Drug Office, United States Army Environmental Center, and the USAF.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

DATA RIGHTS

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that

NAME OF OFFEROR OR CONTRACTOR

it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software. The Government further desires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d). The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

(a) any title, right or interest; and

(b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order.

For each background invention, the list shall identify:

NAME OF OFFEROR OR CONTRACTOR

- (a) patent or pending patent application number;
- (b) title of the patent or pending patent application;
- (c) issue date of the patent, or filing date of the pending patent application;
- (d) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;
- (e) the nature of the Contractor's right, title or interest in the background invention;
- (f) if the Government or any third part has any right, title or interest in the background invention; and
- (g) if the Contractor is willing to sell the Government a license to practice the background invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

B. Delivery of Noncommercial Computer Software and Technical Data. Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Contracting Officer in writing that it intends to modify the physical delivery requirement. If the Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software

NAME OF OFFEROR OR CONTRACTOR

or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

NOTE: THIS CLAUSE WILL BE INVOKED AT THE TASK ORDER LEVEL

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

NAME OF OFFEROR OR CONTRACTOR

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

NAME OF OFFEROR OR CONTRACTOR

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

NAME OF OFFEROR OR CONTRACTOR

SECTION D - PACKAGING AND MARKING

ITEMS 0001 THROUGH 0003 AND AWARD TERM OPTION ITEMS 0004 THROUGH 0009 – There are no packaging or marking requirements for the services to be ordered under the task orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below unless otherwise indicated in the task order.

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

NAME OF OFFEROR OR CONTRACTOR

SECTION E - INSPECTION AND ACCEPTANCE**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

NAME OF OFFEROR OR CONTRACTOR

SECTION F - DELIVERIES OR PERFORMANCE**DELIVERY INFORMATION**

CLIN	PERIOD OF PERFORMANCE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	05-APR-04 TO 04-APR-09	Hours	29,425,000	TBD	TO BE INCLUDED IN ORDERS
0002	05-APR-04 TO 04-APR-09	Orders	24,060	TBD	TO BE INCLUDED IN ORDERS
0003	05-APR-04 TO 04-APR-09	Lot	1	TBD	TO BE INCLUDED IN ORDERS
0004	05-APR-09 TO 04-APR-14	Hours	30,093,750	TBD	TO BE INCLUDED IN ORDERS
0005	05-APR-09 TO 04-APR-14	Orders	24,606	TBD	TO BE INCLUDED IN ORDERS
0006	05-APR-09 TO 04-APR-14	Lot	1	TBD	TO BE INCLUDED IN ORDERS
0007	05-APR-14 TO 04-APR-19	Hours	30,093,750	TBD	TO BE INCLUDED IN ORDERS
0008	05-APR-14 TO 04-APR-19	Orders	24,606	TBD	TO BE INCLUDED IN ORDERS
0009	05-APR-14 TO 04-APR-19	Lot	1	TBD	TO BE INCLUDED IN ORDERS

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

NAME OF OFFEROR OR CONTRACTOR

SECTION G - CONTRACT ADMINISTRATION DATA

CONTRACTOR CENTRAL REGISTRATION - The contractor must be registered with the Contractor Central Registration in accordance with FAR 15 in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

PAYMENT — Performance-based payments or progress payments are authorized for interim payments for any task orders, where the contractor so requests and approved by the Procuring Contracting Officer.

POINTS OF CONTACT- The Government points of contact for this contract are as follows:

Contracts Representative:

Bruce W. Franks
Code XDS10
NSWC Dahlgren Division
17320 Dahlgren Road
Dahlgren, VA 22448-5100
(540) 653-8131
seaportenhanced@nswc.navy.mil

Ombudsman:

Deputy for Small Business at each Local Warfare Center Site

Task Order Manager:

To be provided for each order where applicable

The Government reserves the right to change the Contracts Representative, the Ombudsman, or Task Order Manager at anytime, unilaterally.

Ddl-G20 ORDERING (INDEFINITE DELIVERY TYPE CONTRACTS)

(a) Ordering: All Warranted Contracting Officers of the Naval Sea Systems Command, their Field Activities, the Naval Surface Warfare Centers, and Naval Undersea Warfare Centers are authorized ordering officers. Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Orders on DD Form 1155 by the Contracting Officer. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.

(b) Ordering Procedures:

(1) Orders issued shall include, but not be limited to the following information (when applicable):

- (i) Date of order.
- (ii) Contract and order number.
- (iii) Type of Order
- (iv) Appropriation and accounting data.

NAME OF OFFEROR OR CONTRACTOR

- (v) Description of the services to be performed.
- (vi) Description of end item(s) to be delivered.
- (vii) DD Form 254 (Contract Security Classification Specification)
- (viii) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract.
- (ix) The individual responsible for inspection/acceptance.
- (x) Period of performance/delivery date.
- (xi) Estimated number of labor hours for each applicable labor category.
- (xii) The estimated cost plus fixed fee or ceiling price for the order.
- (xiii) List of Government furnished equipment, material, and information.

(2) Oral orders may be placed only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written Order on DD Form 1155 within two working days.

(c) Modifications of Orders: Orders may be modified only by the Contracting Officer and may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order.

(d) The Cost Plus Fixed Fee or Ceiling Price for each Order may not be changed except when authorized by a modification to the Delivery Order.

(e) Unilateral Orders. Delivery Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Contracting Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

Ddl-G21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS

(a) The decision on whether or not the Order will be Cost-Plus-Fixed-Fee (Completion), Cost-Plus-Fixed-Fee (Term), Cost Plus Incentive Fee, Cost Plus Award Fee, Firm Fixed Price, or Fixed Price Incentive will be made dependent on the amount of detail the specification/statement of work provides. Each Request for Quotation sent to the Contractor shall state the type of order deemed appropriate by the Government.

(b) The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g. a final report of research accomplishing the goal or target) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period and upon contractor certification that the level of effort specified in the order has been expended in performing the contract work.

(d) A firm fixed price order provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the Order.

NAME OF OFFEROR OR CONTRACTOR

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	

(To be provided at the task order level)

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs_ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

FUNDING PROFILE

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities] The following details funding to date:

Total				
Contract	Funds This	Previous	Funds	Balance
CPFF	Action	Funding	Available	Unfunded

Information to be provided at the task order level

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be (to be completed for each order) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

NAME OF OFFEROR OR CONTRACTOR

(b) Of the total man-hours of direct labor set forth above, it is estimated that (to be identified at the task order level) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee } \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall

NAME OF OFFEROR OR CONTRACTOR

indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS**(a) Travel Costs (Including Foreign Travel)**

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience or daily travel to and from work at the contractor's facility (i.e., designated work site).

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

NAME OF OFFEROR OR CONTRACTOR

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b)(i) In accordance with DFARS 242.803(b)(i)(c), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address:

TO BE IDENTIFIED AT CONTRACT AWARD

A copy of every invoice shall also be provided to the individual listed below, at the address shown (if completed by the contracting officer):

Task Order Manager
Contract Specialist

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than thirty (30) calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract

NAME OF OFFEROR OR CONTRACTOR

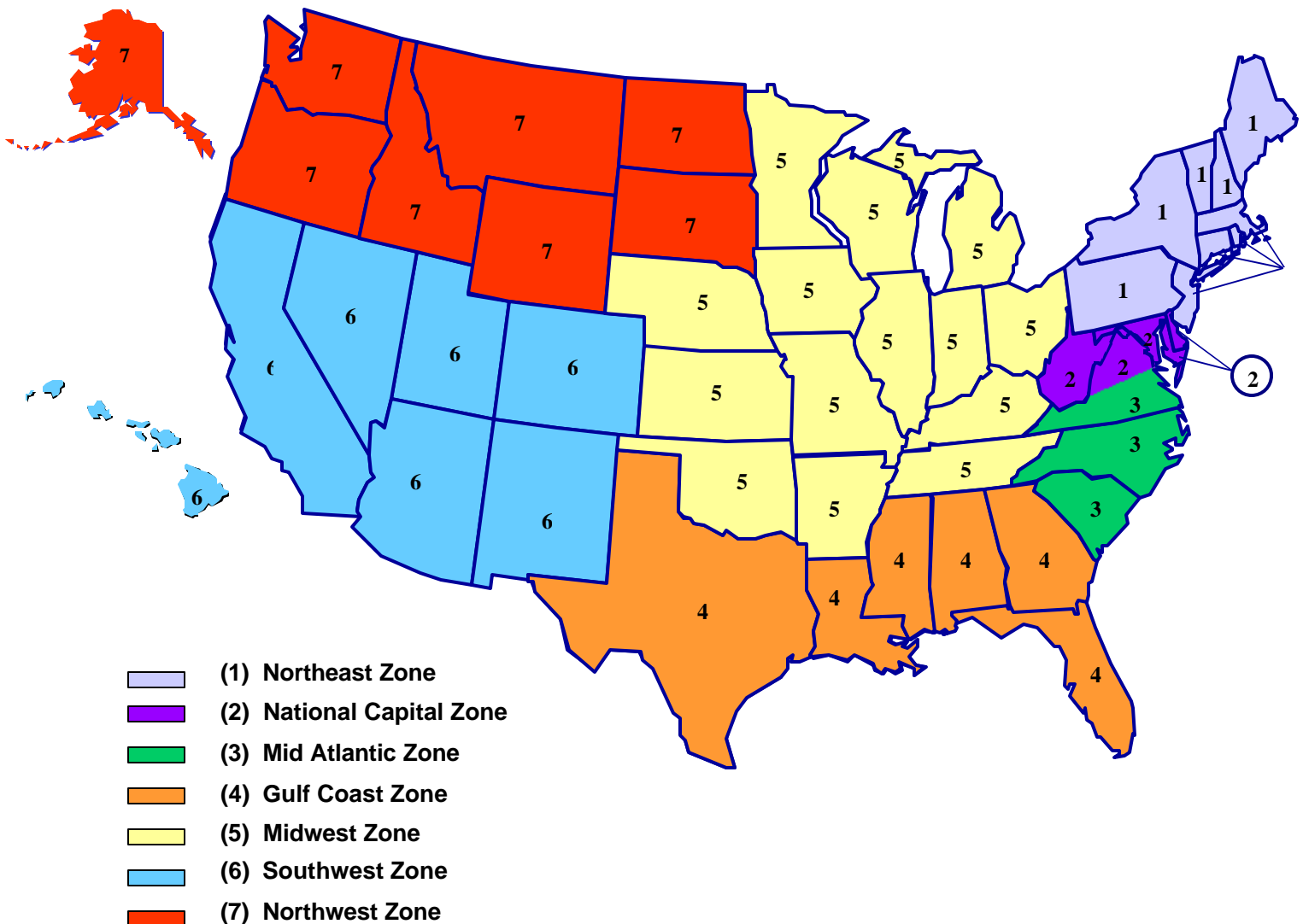
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
_____ is required with each invoice submittal.
 x is required only with the final invoice.
_____ is not required.
- (f) A Certificate of Performance
_____ shall be provided with each invoice submittal.
 x is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.
- (i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

(End of clause)

NAME OF OFFEROR OR CONTRACTOR

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 GEOGRAPHICAL ZONES**

Offerors are requested to identify in Table A the geographical zone or zones for which they wish to be considered during the Task Order, Fair Consideration Process. After award of the multiple award contracts, task orders will be competed by the various NAVSEA Warfare Center sites to meet project/program requirements. Each task will be competed by the Warfare Center that has the requirement in the applicable zone of performance. To be considered in one or more of the seven zones, you must have held or currently hold a prime contract or currently have a local office in the zone(s) in which you wish to be considered. The following map identifies the seven zones: Northeast, National Capital, Mid-Atlantic, Gulf Coast, Midwest, Southwest, and Northwest.

GEOGRAPHICAL ZONES

NAME OF OFFEROR OR CONTRACTOR

H.2 SEA 5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under the Contract(s) listed in the task order. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

H.3 5252.237-9500 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor Pursuant to the authority of NMCI Contract # N00024-00-D-6000 clause 5.2 "Ordering".

(b) The Support Services contractor shall obtain written authorization for the NAVSEA Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the NAVSEA Contracting Officer. Any NMCI Ordering exceeding the written authorization of the Contracting Officer shall be treated as an unallowable Cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

H-4 POST AWARD CONFERENCE

The contractor agrees to attend post award conferences on task orders as required by the task order.

The task order post award conferences will establish work level points of contact for the task order, determine the task order administration strategy, roles and responsibilities and ensure prompt payment and task order close out.

H-5 TASK ORDER PROCESS

A. General. One or more task orders (TOs) may be issued during the performance period of this contract. The Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation to issue any orders except the minimum order. In the event of any inconsistency between any TO and the contract, the contract shall control. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Procuring Contracting Officer (PCO) will give all awardees a "fair opportunity" to be considered for each order in excess of \$2,500 unless one of the conditions in paragraph B below applies.

NAME OF OFFEROR OR CONTRACTOR

B. Exceptions to Fair Opportunity Consideration. Awardees will not be given a fair opportunity to be considered for requirements which are expected to exceed \$2,500 when the Contracting Officer determines one of the following conditions apply:

- (1) The agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays;
- (2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;
- (3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order; or
- (4) It is necessary to place an order to satisfy a minimum guarantee.

In accordance with FAR 16.5, when an exception to the fair opportunity to be considered exists, the task order will be processed as a sole source procurement, including a sole source justification, posting of the TO to the website, a request to the sole source provider for a proposal, cost and pricing data where applicable, negotiation and award. Unaffected IDIQ holders will not be notified of the exception.

C. Competitive Ordering Process.

(1) Pre solicitation and solicitation All IDIQ holders included in the zone where place of performance will occur will receive notification of the posting of each proposed TO at the time a proposed TO is posted to the website. All proposed TOs will incorporate all terms of the IDIQ contract unless otherwise specified in the proposed TO. In addition, the proposed TO will include:

- i. All known information including Sections B through H of the task order (Line Items, statement of work or objectives, packaging and marking information, data rights, inspection and acceptance of the services, period of performance, security, government property/information to be provided and other relevant information.
- ii. The means and time for the IDIQ holders to respond expressing interest and providing appropriate information.
- iii. Specific instructions for the means of responding to the TO request, including but not limited to, oral interviews, reverse auctions, written responses summarizing technical and price approaches, submission of proposals, the selection criteria factors, the factors' order of importance and other information deemed appropriate.

It is the intent of the government to maximize the use of electronic submission of all proposals in response to TO request(s).

(2) Responses Awardees will be provided an adequate time to prepare and submit responses based on the estimated dollar value and complexity of the proposed TO. The due date shall be set forth in each proposed TO. Responses will be streamlined and succinct to the extent practical based on the dollar value and complexity of the work. Responses will not be a proposal as defined in FAR 15, but only sufficient information to be considered in accordance with FAR 16. At a minimum the responses will include:

NAME OF OFFEROR OR CONTRACTOR

- i. Price/Cost For Item 0001, Award Term Option Item 0004 and Award Term Option Item 0007 orders, the proposal may include a detailed cost per hour and the applicable fixed fee per hour of all resources required to accomplish the task as set forth in the TO. For Item 0002, Award Term Option Item 0005 and Award Term Option Item 0008 orders, only the firm fixed price and positive and negative incentives need to be submitted, unless otherwise specified in the TO.
 - ii. Conflict of interest information if applicable
- However, the responses may also include the following information
- a. Technical information e.g., technical approach, including team partners and experience as required by the TO,
 - b. Technical data, computer software, computer software documentation and background invention restriction information if applicable, as required in Section C of the contract.
 - c. Past Performance information
 - d. Proposed Key Personnel
 - e. Proposed Performance Based Statement of Work
 - f. Proposed Savings
 - g. Proposed Incentives and Disincentives

(3) Evaluation. The Government will evaluate responses against selection criteria contained in the proposed TO. The Government's award decision will be based upon, as a minimum, price/cost and past performance. Evaluation of past performance will be based on each IDIQ holder's past performance data on work performed under this IDIQ contract, as well as other information available to the Government. As work proceeds under this contract, it is probable that current past performance information on recent task orders will be more important in evaluation of future task orders. In addition, individual task order selection criteria may include other factor(s) relevant to the particular task order. The factors will be of equal weight unless otherwise identified in a task order. If necessary, during the evaluation of proposals the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16. Upon completion of evaluations, the PCO will issue a TO to the awardee whose proposal is most advantageous to the Government under the selection criteria set forth in the TO. The PCO will notify the IDIQ holders of the selection decision.

D. Task Orders. Each individual TO may be cost reimbursable, fixed price (FP), or any combination of the two. For example, a TO may request a CPFF proposal for the first year of the TO, with any subsequent years to be offered as FP. TOs, or parts of TOs, may include positive and negative financial incentives, award term provisions, or any other legal incentive the IDIQ holder proposes. The FP TOs shall include specific metrics, quality assurance plans and incentives. IDIQ holders must review each TO upon issuance to prepare its response to reflect any appropriate incentive provisions. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer. Each order shall, as appropriate:

- a. Refer to the appropriate line item or line items under Section B of the IDIQ contract,
- b. Set forth the specific level of effort and/or performance outcomes desired to be fulfilled under the task order
- c. Set forth delivery or performance dates,
- d. Designate the task monitor who will perform inspection and acceptance and past performance evaluation.
- e. Set forth the credit card number or long line of accounting with ACRNs,
- f. Set forth any payment options such as progress or performance-based payments,

NAME OF OFFEROR OR CONTRACTOR

- g. Be dated,
- h. Be identified by number in accordance with DFARS 204.7004,
- i. Set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor,
- j. Set forth the disbursing office where payment is to be made,
- k. Set forth administration data,
 - l. Include a DD Form 1449 or DD Form 1155,
- m. Include a DD Form 254 and specify security requirements if applicable,
- n. Set forth the contractor's and Government's respective technical data rights citing the applicable DFAR clauses, and
- o. Set forth any other pertinent information

E. Task Order Issuance. TOs will be issued electronically on DD Form 1155 Order for Supplies and Services or DD Form 1449 Order for Commercial Item via electronic commerce. Initially, TOs will be posted to the NAVSEA or Navy website and may be provided via electronic mail.

F. Unauthorized Work. The Contractor is not authorized to commence task performance prior to issuance of a signed TO.

G. Task Funding Restrictions No unfunded tasks are allowed.

H. Ordering Period Orders for services specified in Section B of the Schedule may be issued by any Contracting Officer from the Naval Sea Systems, Command, their Field Activities, the Naval Surface Warfare Centers, and Naval Undersea Warfare Centers from contract award through the end of the contract period of performance.

I. Electronic Processes:

a. Generally: The Naval Sea Systems Command (NAVSEA) e-business portal (SeaPort) is accessible through the NAVSEA professional support services web site (www.seaport.navy.mil). SeaPort establishes a system in which electronic signatures, transactions, contracts, and records have the same legal effect as their paper-based counterparts, in accordance with the "Electronic Signatures in Global and National Commerce Act" (ESIGN) (Pub.L. 106-229; codified at 15 USC 7001-7006) and the "Government Paperwork Elimination Act" (GPEA) (Pub.L. 105-277; codified at 44 USC 3504 Note):

- i. Only authorized persons are permitted to engage in legally binding electronic activities, such as signing/submitting a proposal, and signing/awarding the Task Order. The SeaPort system requires user accounts having predetermined authority requirements (i.e., authority to legally bind the user's organization), and having username and password controls. The Contractor shall identify one employee, and two alternate employees, having the authority to sign legally binding documents, including proposals, on behalf of the Contractor. Procuring Contracting Officers (PCOs) authorized to sign and award legally binding TO shall be identified.
- ii. The authorized user is required to confirm the intention to engage in any legally binding electronic action. The SeaPort system will display a notice that the user has requested a legally binding activity and shall require an affirmative/confirming response before the system will permit the requested action. The affirmative/confirming response serves as the electronic signature event.
- iii. When an authorized user requests and confirms a binding action, the system

NAME OF OFFEROR OR CONTRACTOR

automatically and securely records that event and stores the legally binding content related to that action, including (i) the authorized user (account) that requested/confirmed the binding action; (ii) the date and time the binding event occurred; and (iii) a final or "locked down" copy of the information, documents, or other materials associated with the binding event (e.g., a copy of the proposal or task order).

iv. Once the information related to a legally binding event is stored by the system, that information (i) can not be altered or modified in any way by any user—including the authorized user who initiated and confirmed the action; and (ii) remains accessible and retrievable by the parties throughout the records retention period required by law.

b. Task Order (TO) Solicitations: The PCO for the TO logs in to the SeaPort system and electronically generates and releases the TO Solicitation. The binding version of the TO Solicitation is posted to the SeaPort system in Portable Document Format (PDF)

c. Electronic Offers/Proposals:

- i. For each Task Order (TO) Solicitation that the Contractor chooses to submit a proposal, and before the closing date and time specified in the TO Solicitation, an authorized, Contractor-designated, officer or employee with authority to bind the company logs on to the SeaPort system and generates/uploads the proposal materials.
- ii. When the authorized user indicates that the proposal is ready for submission, the system prompts the user to confirm the intent to electronically sign and submit the proposal materials. Entering an affirmative/confirmatory response to this prompt is an electronic signature on the proposal materials, and constitutes the electronic submission of a legally binding offer by the Contractor.
- iii. Once electronically signed/submitted, the proposal materials can not be modified except by submitting a new, amended proposal using the same signing/submission process (prior to the closing date/time).
- iv. In the event the SeaPort system is not operational, experiences technical difficulties, or a contractor is temporarily unable to access or use the system, the Contractor shall immediately notify the PCO. The PCO shall allow manual submission of written proposals in these circumstances. Absent technical difficulties, all proposals shall be submitted electronically in accordance with the procedures set forth in this clause.

d. Task Order Execution/Award:

- i. Upon receipt of the offers, proposals will be evaluated in accordance with the evaluation criteria set forth in the TO solicitation. When the evaluation has been completed and a contractor has been selected for award of the TO, the PCO for that TO logs on to the SeaPort system and generates/uploads the TO materials, including information provided by the successful offeror (e.g., price/cost information) as well as all other terms and conditions of the binding TO.
- ii. When the PCO indicates the TO is ready for award, the system issues the prompt to confirm the intent to electronically sign and award the TO. Entering an affirmative/confirmatory response to this prompt is the PCO's electronic signature on the TO; constitutes the electronic award of the TO; and generates a final PDF version of the TO. This PDF version is treated as the legally binding, bilaterally executed, version of the TO, and a copy of the awarded TO will be forwarded electronically to the successful contractor.

NAME OF OFFEROR OR CONTRACTOR

iii. Once awarded, the TO can not be modified except by electronically signing/awarding a TO amendment using these processes.

e. Subcontracting Reporting – All Subcontract Performance Reporting will take place in the SeaPort Portal. Every six months the contractor will be provided a link, by which to gain entry to the Portal to provide actual small business subcontract performance information. All reporting will take place on the Task Order level. This reporting shall take the place of all requirements for a SF 294.

J. Ombudsman Description. In accordance with FAR 16.505(a)(7), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NAVSEA Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NAVSEA Ombudsman must be forwarded to:

INFORMATION TO BE PROVIDED AT THE TASK ORDER LEVEL

K. Ordering Authority and Tracking All Procuring Contracting Officers from NAVSEA and its field activities are authorized to place orders under this IDIQ contract.

H.6 PAST PERFORMANCE EVALUATION

Past performance information is an indicator of an offeror's ability to perform successfully.

Under this contract, performance will be evaluated annually for overall efforts on the IDIQ contract in the PPIRS database and at the end of each Task Order in the IDIQ database.

Evaluation of past performance will be based on each IDIQ holder's past performance data on work performed under this IDIQ contract, as well as other information available to the Government.

For both evaluations, the following items will be measured: technical accuracy of the deliverables, general quality of supplies and services delivered, timeliness, cost control (for CPFF line item), achievement of small business subcontracting requirements, contractor's responsiveness to customers, team stability and cooperation with other IDIQ holder teams.

The Contractor will be provided with a copy of the Task Order past performance evaluation for each task order and an opportunity to respond to disputed items.

H-7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL

1. The Contractor agrees that a partial basis for award of this IDIQ contract is the list of team members (companies) proposed. The list is included as Exhibit B to this solicitation. The Contractor may not add or delete any team member from the team without a prior contract modification signed by the Procuring Contracting Officer. However, the offeror must meet or exceed the proposed small business Subcontracting requirements regardless of team changes.

2. In addition, for Orders under Item 0001 or Award Term Option Items 0004 or 0007, the Contractor

NAME OF OFFEROR OR CONTRACTOR

agrees to sign to the task order those key persons identified with the Task Order response necessary to fulfill the requirements of the task order. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

3. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- an explanation of the circumstances necessitating the substitution;
- a complete resume of the proposed substitute; and
- any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H. 8 ROLLING ADMISSION

The Government reserves the right to review the contracts to determine whether it would be appropriate to announce a new competition for the purpose of adding additional IDIQ holders. At the end of each year of performance, the government will assess the quality of performance by each IDIQ holder, the number, value and complexity of work assigned to each holder and amount of competition achieved. In addition, the government will assess the internal transaction cost for issuing each task order, the amount of small business participation, whether revisions are needed to the scope of the Statement of Work, and if the ceiling amount of the contract needs to be revised. Based on these criteria, if it is in the best interest of the government, the Procuring Contracting Officer may announce a new competition to add additional IDIQ holders. The Government reserves the right to limit rolling admissions to only small business concerns and/or particular zones.

H.9 CONTRACT AWARD TERM PROVISIONS

The contract ordering period is for five years. In addition to the terms set forth elsewhere in the contract, and in accordance with the Award Term Plan, the contractor may earn an extension to the contract period for up to ten years on the basis of performance during the evaluation periods. The contractor will be evaluated after the fourth full year of performance for CLIN 0001 and 0004 to determine if the Award Term criteria has been met.

(a) Award Term – The award term concept is an incentive that permits extension of the contract period beyond the initial ordering period for superior performance.

(b) Term Extensions – Term extensions can be awarded, in accordance with the Award Term Plan, during each evaluation period on the basis of contractor's performance. Exercise of Award Term Options will be a unilateral right of the government and is not a contractor entitlement.

(c) Monitoring of Performance – The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award Term Board(ATRB). The ATRB recommends an award term to the Term Determining Official(TDO), who makes the final decision on the exercise of the award term options on the basis of the contractor's performance during the award-term evaluation period.

(d) Award Term Plan – The evaluation criteria and the associated award term extensions are specified in the award term plan.

NAME OF OFFEROR OR CONTRACTOR

(e) Modification of the Award Term Plan – The TDO may unilaterally change this plan prior to the beginning of an evaluation period. In addition, the contractor may recommend changes to the plan no later than 60 days prior to the beginning of the new evaluation period. The contractor will be notified of changes to the plan by the CO, in writing, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by the mutual consent of both parties.

(f) Self-Assessment – Upon request by the Contracting Officer the Contractor will submit a written self-assessment of its performance for that period. This self-assessment shall be used in the ATRB's evaluation of the contractor's performance during this period.

(g) Award-Term Extension – The contract period may be modified to reflect the TDO decision. The total contract ordering period, including extensions under this clause, will not exceed fifteen years.

(h) Necessary Condition Precedent:

(1) Continued Requirement a Necessary Condition – The Contracting Officer must determine that a continued need for the same goods and services covered by this contract exists for a given award term period. Such a decision is at the sole discretion of the Contracting Officer. A decision that the requirement has changed or that a requirement for the same goods or services no longer exists will result in the Government voiding any award terms earned. A determination regarding whether there is a continued need for the same goods and services may be made at any time. The Contracting Officer shall also make a determination, at the time of contract award, that the then current state of law or regulation does not prohibit extending the term of the contract.

(i) Failure of Earned Award Terms is not a Termination as defined in FAR Part 49 – If at any time the Government does not authorize performance of a previously awarded term, the subsequent terms shall be considered void. The contractor shall not be entitled to any costs arising out of or related to those award terms that are made void by virtue of the operation of this clause. An award term decision that an already earned award term has not been retained is not a termination for convenience. A decision by the Contracting Officer that any of the necessary award term conditions have not been satisfied is not a termination for convenience. If this contract is terminated in accordance with the termination terms and conditions of this contract, the award term features of this contract shall no longer apply, and the performance period of this contract shall be as identified on the termination modification.

(j) Incentive Criteria to be used in the evaluation for exercise of Award Term Options:

- Performance on Completed Task Orders
- Achievement of Subcontracting Goals (Large Businesses Only)
- Guaranteed Savings Accomplishment

H.10 GUARANTEED SAVINGS CLAUSE

The Government anticipates this contract will be used primarily for the acquisition of repetitive, high-dollar value professional support services. Therefore, the Government is seeking contractors to identify business improvement processes, innovations, and cost saving initiatives to provide high quality services at a reduced cost to the Government.

For any Task Order with a base period of one year under Items 0001 and 0003 and all Award Term Option Items, the Contractor agrees to the maximum extent practicable to reduce the price for services performed under each sequential year by at least:

NAME OF OFFEROR OR CONTRACTOR

% Reductions from base period or price from previous year:

Year 2 _____ * %
Year 3 _____ * %
Year 4 _____ * %
Year 5 _____ * %

% Reductions for Award Term Option 1:

Year 7 _____ * %
Year 8 _____ * %
Year 9 _____ * %
Year 10 _____ * %

% Reductions for Award Term Option 2:

Year 12 _____ * %
Year 13 _____ * %
Year 14 _____ * %
Year 15 _____ * %

In addition, the Contractor agrees to provide the Government with a volume discount. If the total value of all Task Orders funded within a calendar year exceeds \$*, the Contractor will reduce the amount bid on all Task Orders issued in the next calendar year by *% from the price the Contractor would have otherwise bid for the work.

The Contractor agrees that the maximum pass through rate which shall be charged against any and all line items under this contract shall not exceed *%. The maximum pass through rate is equal to the maximum amount above the price of the work paid to the Firm performing the work.

H.11 CONTRACTOR WEBPAGE

It is a material contract requirement that each IDIQ holder maintain a publicly available webpage throughout the period of performance of the contract. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class professional support services for all NAVSEA Program Executive Offices, Directorates, and field activities. The webpage should demonstrate the functional capability associated with different products or business areas. The webpage should be easily accessible from the Contractor's front page and intuitive for novice computer users. This webpage at minimum must include the following items:

- A copy all task orders received under this contract (this can be a link to the "official government website");
- A copy of all technical instructions issued against any task order;
- A list of all team members proposed and their capability/area of expertise;
- A list of the last 3 years professional support services experience, for all team members listed in Exhibit B of this solicitation, listed by functional area and NAVSEA Program Executive Office, Directorate and specific Program, as appropriate. The Contractor may also include a description of the products (deliverables) provided.
- Point(s) of Contact to provide information on customer satisfaction with the services performed;
- A description of the Contractor's quality assurance program;
- Points of contact for information related to IDIQ contracts

NAME OF OFFEROR OR CONTRACTOR

The contractor shall provide the PCO with the web address within 10 government working days of receipt of the contract. Failure to maintain the website may adversely impact the IDIQ holder's ability to win task orders as the information provided on the website may be used as part of the fair opportunity to be considered for certain task orders.

H.12 CONVERSION TO A PERFORMANCE BASED SERVICE CONTRACT

If both the Government and the contractor agree, a task order can be converted from a term contract to a fixed price completion performance based service contract after the initial period of performance. The conversion is accomplished as follows:

1. Within ninety calendar days prior to the end of the task order's initial period of performance, the contractor shall prepare and submit for Government review, comment, and concurrence:

- A performance work statement (PWS) that captures all of the types of effort performed during the base year of performance, and
- A quality assurance plan (QAP). The QAP will address performance standards which relate to the performance requirements; how the contractor's performance will be measured against the performance standards, and surveillance schedules and methods. The QAP may either be included as part of the PWS or as a separate document.

2. Within sixty calendar days prior to the end of the task order's initial period of performance, the government and the contractor will resolve to their mutual satisfaction any comments or concerns on the PWS and/or QAP. Upon exercise of the option for the first follow-on period of performance, the Government has the unilateral right to modify the task order to incorporate the agreed to documents to accomplish the conversion to a performance based contract.

In the event that the Government and the contractor are unsuccessful in reaching agreement on a PWS, QAP, performance standards, surveillance schedule, and surveillance methods, the parties will if appropriate use an accelerated form of the Alternate Disputes Resolution (ADR) process outlined in Special Contract Requirement H.5 ALTERNATIVE DISPUTE RESOLUTION. If the parties are still unable to reach agreement, the task order option(s) will not be exercised and the task order will be re-competed among all MAC holders.

H.13 SECURITY REQUIREMENTS

- (a) All classified task orders will require a facility security clearance issued by the Defense Security Service (DSS).
- (b) Contractor personnel shall be required to have a security clearance at the level required for each specific task order.
- (c) The security classification and guidance of classified task orders will be specified in the Contract Security Classification Specification DD Form 254, to be provided when required at task order level.
- (d) Unclassified task orders do not require a facility clearance issued by DSS, nor a DD Form 254.

NAME OF OFFEROR OR CONTRACTOR

- (e) The planned utilization of non-U.S. Citizens in task order performance must be identified by name and country of citizenship in the task order proposal. Foreign Nationals shall not be allowed access to Classified or Critical Program Information unless approved on a case by case basis by DSS.

H.14 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H.15 REQUIRED INSURANCE

- (a) The following types of insurance are required in accordance with the clause entitled "INSURANCE - LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

- (b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

H.16 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

H.17 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

H.18 SEAPORT PORTAL REQUIREMENTS

In order to access the SeaPort Portal, the following requirements must be met:

Operating System: Windows variants (95/98/NT/2000/XP)

Browser type:

NAME OF OFFEROR OR CONTRACTOR

128-bit encryption, https-capable

IE 5.0,5.5,6.0 (recommended)

Netscape 4.7x (works, visual display/format less ideal)

Browser/network settings must allow download and run signed java applets.

H.19 SMALL BUSINESS SIZE STATUS

Small Business size status will be re-evaluated every five (5) years or as required by regulations. When it is known through a novation agreement that a previously categorized Small Business has changed its size status, Small Business preferences will no longer be available to that firm.

NAME OF OFFEROR OR CONTRACTOR

SECTION I - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.202-1	Definitions	DEC 2001
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost of Pricing Data - Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.217-8	Option To Extend Services	NOV 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00178-04-R-4000PAGE
84 OF 135

NAME OF OFFEROR OR CONTRACTOR

52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13 (Dev)	Restriction on Certain Foreign Purchases	JUN 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-13	Patent Rights--Acquisition By The Government	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration Of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-1	Property Records	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00178-04-R-4000PAGE
85 OF 135

NAME OF OFFEROR OR CONTRACTOR

52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)	JUN 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Hawaiian Small Business Concerns	OCT 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994

NAME OF OFFEROR OR CONTRACTOR

252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of cost reimbursement and firm fixed price multiple award indefinite delivery indefinite quantity contracts resulting from this solicitation.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the contract period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **180 days following the end of the contract period of performance.**

NAME OF OFFEROR OR CONTRACTOR

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

TO BE IDENTIFIED AT THE TASK ORDER LEVEL, IF APPLICABLE

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

NAME OF OFFEROR OR CONTRACTOR

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary

NAME OF OFFEROR OR CONTRACTOR

course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly

NAME OF OFFEROR OR CONTRACTOR

assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

NAME OF OFFEROR OR CONTRACTOR

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

NAME OF OFFEROR OR CONTRACTOR

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE PROPOSAL

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

NAME OF OFFEROR OR CONTRACTOR

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

NAME OF OFFEROR OR CONTRACTOR

ALL SUBCONTRACT AND TEAMING AGREEMENTS SUBMITTED WITH THE PROPOSAL

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/><http://www.acq.osd.mil/dp/dars/dfars>

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or

NAME OF OFFEROR OR CONTRACTOR

disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

NAME OF OFFEROR OR CONTRACTOR

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment J.1	Award Term Plan
Attachment J.2	Navy Value Engineering Guide for Contractors
Attachment J.3	Table A (Past Performance Information/Workforce Qualifications)
Attachment J.4	Questions and Answers From Draft Solicitation
Attachment J.5	SeaPort Enhanced Offeror Characteristics
Exhibit A	Reserved
Exhibit B	Listing of Team Members

NAME OF OFFEROR OR CONTRACTOR

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

CLAUSES INCORPORATED BY REFERENCE

52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

NAME OF OFFEROR OR CONTRACTOR

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

NAME OF OFFEROR OR CONTRACTOR

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:_____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

NAME OF OFFEROR OR CONTRACTOR

☐ Government entity (Federal, State, or local);☐ Foreign government;☐ International organization per 26 CFR 1.6049-4;☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust

NAME OF OFFEROR OR CONTRACTOR

statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$23 million in average annual sales over the past three years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

NAME OF OFFEROR OR CONTRACTOR

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

NAME OF OFFEROR OR CONTRACTOR

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the

NAME OF OFFEROR OR CONTRACTOR

preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) () It has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror represents that

- (a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

NAME OF OFFEROR OR CONTRACTOR

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration,

NAME OF OFFEROR OR CONTRACTOR

and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

() is () is not a historically black college or university;

() is () is not a minority institution.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

NAME OF OFFEROR OR CONTRACTOR

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

NAME OF OFFEROR OR CONTRACTOR

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

NAME OF OFFEROR OR CONTRACTOR

- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

NAME OF OFFEROR OR CONTRACTOR

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

NAME OF OFFEROR OR CONTRACTOR

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGE

N00178-04-R-4000**112 OF 135**

NAME OF OFFEROR OR CONTRACTOR

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile:

Email:

NAME OF OFFEROR OR CONTRACTOR

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the

NAME OF OFFEROR OR CONTRACTOR

Contractor will be required to follow all of the requirements of this regulation.

RATING TO BE DETERMINED AT THE TASK ORDER LEVEL

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized

NAME OF OFFEROR OR CONTRACTOR

to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

NAME OF OFFEROR OR CONTRACTOR

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or price offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

NAME OF OFFEROR OR CONTRACTOR

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (d) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

NAME OF OFFEROR OR CONTRACTOR

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Bruce W. Franks
Code XDS10
Naval Surface Warfare Center
Dahlgren Division
Dahlgren, VA 22448-5100

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

NAME OF OFFEROR OR CONTRACTOR

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/><http://www.acq.osd.mil/dp/dars/>

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offer shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

NAME OF OFFEROR OR CONTRACTOR

ADDITIONAL INSTRUCTIONS TO OFFERORS**1.0 INTRODUCTION**

The purpose of this Request for Proposal is to procure Engineering, Technical, and Programmatic services in support of NAVSEA Warfare Centers, NAVSEA Headquarters, it's related PEOs and field activities. The period of performance shall be five years from date of contract award, plus two five-year Award Term Options.

Questions concerning the solicitation: Offerors may submit questions, concerns, or request clarification of, any aspect of this solicitation via electronic mail to the following address: seaportenhanced@nswc.navy.mil. The offeror must include the company name in the subject line of the email. The questions should include the page number and paragraph number or identifier, which pertains to the offeror's question. Questions received without this information may not be answered. It is requested that all questions be received by 08 January 2004 to allow the Government adequate time to prepare and issue responses so that offerors can use the information in preparing their proposals. Although every effort will be made, the Government makes no guarantee that questions received after 08 January 2004 will be answered. Comments and questions must reference SOLICITATION N00178-04-R-4000. Acknowledgement of receipt of questions will not be made. Communications deemed necessary or important to understand or respond to the solicitation will be posted along with any and all solicitation amendments at website <http://www.nswc.navy.mil/wwwDL/XD/SUPPLY/>.

2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

2.1 Proposals must be submitted no later than 20 January 2004 at 2:00 p.m. EST to the following address:

Contracting Officer
Naval Surface Warfare Center
Dahlgren Division
17320 Dahlgren Road
Dahlgren, VA 22448-5100
Attention Code XDS10
Bldg 183, First Floor Room 139

One entire copy of the RFP (signed by the offeror), one paper technical proposal, and one paper cost proposal must be submitted to the above address. Reference paragraph 2.3 of this section for additional submission requirements.

Modifications, amendments, or withdrawal of proposals and other written non-electronic communications should also be made to the above address.

2.2 Telegraphic offers shall not be considered.

2.3 Offerors are required to submit ELEVEN (11) PAPER TECHNICAL PROPOSALS, ONE PAPER COST PROPOSAL, and ONE ELECTRONIC PROPOSAL on ONE COMPACT DISK (CD-ROM). Files should be in Microsoft Office compatible format. Offerors must comply with the detailed instructions for the format and content of the proposal. **A total of TEN (10) of the eleven paper technical proposals and the CD-ROM shall be delivered to the following address no later than 20 January 2004 at 2:00 p.m. local time:**

Naval Surface Warfare Center Panama City
110 Vernon Avenue
Panama City, FL 32407-7001
ATTN: William Sawyer, Code A03, Bldg 373

NAME OF OFFEROR OR CONTRACTOR

2.4 Unnecessarily elaborate proposals are not desired.

2.5 On the outside of each floppy disk, the offeror shall clearly mark:

- the solicitation number,
- and the offeror's name,
- contents of disk.

2.6 The offeror shall also complete Attachment J.5 and submit on a compact disk (CD-ROM) to the location identified in Section 2.1. This attachment will not be evaluated but is required.

2.7 IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO ENSURE THAT THE ELECTRONIC MEDIA SUBMITTED IS VIRUS FREE AND CAN BE OPENED AND READ BY THE GOVERNMENT. IF THE ELECTRONIC MEDIA CANNOT BE OPENED, AND READ BY THE GOVERNMENT, THE OFFEROR SHALL HAVE 72 HOURS AFTER NOTIFICATION OF THE SAME, TO CORRECT THE DEFICIENCY. AFTER THAT TIME, IF THE ELECTRONIC MEDIA CANNOT BE OPENED AND READ BY THE GOVERNMENT, THE OFFER MAY BE CONSIDERED NON-RESPONSIVE AND MAY RENDER THE OFFEROR INELIGIBLE FOR AWARD.

3.0 GENERAL INFORMATION REQUIRED TO PREPARE OFFERS:

3.1 For Bidding/Proposal purposes the estimated effective date of contract award is 05 April 2004.

3.2 Proprietary data contained in the proposal shall be handled as identified in DFAR 252.227-7013.

3.3 The proposal shall be prepared and submitted in form and content in accordance with the instructions herein. Offerors must respond to the specific requirements of the solicitation being proposed on with no additions or deletions. All required fill-ins must be completed and all information provided in the format and content requested.

3.4 An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. The Government intends to award multiple contracts without discussions, as permitted by FAR 52.215-1.

3.5 Offerors must provide comprehensive information on pertinent aspects of the effort being offered to enable the Government to evaluate the offeror's understanding of, and capability to meet requirements covered in the Statement of Work (SOW) that are being proposed on. The offeror shall provide sufficient detail to substantiate the validity of all stated claims. Further, the offeror shall indicate that it shall comply with requirements of the solicitation being proposed on and shall explain how compliance is achieved. Clarity, completeness and conciseness are essential, and the overall breadth and depth of the proposal shall be evaluated in the context of being representative of the offeror's capabilities. Data previously submitted, or presumed to be known, i.e., previous projects performed for NAVSEA Warfare Centers or related Program Executive Offices, cannot be considered unless such information is provided. Responses must adequately address specific solicitation requirements, and be responsive to the terms and conditions of the solicitations. Statements such as "the offeror understands," "the offeror has a long history of outstanding support," along with responses that paraphrase the solicitation, are considered inadequate. Phrases such as "standard procedures shall be employed" or "well known techniques shall be used," without a specific Government or industry reference, shall be considered inadequate and unsatisfactory.

3.6 Offerors shall not include CLASSIFIED material in the proposal.

NAME OF OFFEROR OR CONTRACTOR

3.7 Offerors must respond to the specific requirements of the solicitation being proposed on. Offerors shall not alter the solicitation (other than completing the appropriate “fill-in” blocks and certifications). Offerors who alter the solicitation (except for completing the appropriate “fill-in” blocks and certifications,) may be considered non-responsive and may render the offeror ineligible for award.

3.8 The Government also reserves the right to change any of the terms and conditions of this solicitation by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206.

3.9 Offerors may submit only one proposal as a prime contractor, but may be listed as a subcontractor in one or more competing proposals. Subcontractors may be listed on more than one competing proposal. Small and Small Disadvantaged Businesses are encouraged to proposed as prime contractors. The Navy will allow a prime to add or subtract team members during the life of the contract only by written approval of the Procuring Contracting Officer. However, the offeror must meet or exceed the proposed small business subcontracting requirements regardless of team changes.

4.0 PROPOSAL FORMAT:

4.1 In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all offerors submit their proposals in accordance with the format and content specified.

4.2 The paper proposal and electronic proposal, shall be prepared so that if an evaluator prints the proposal it meets the following format requirements:

All information except Table A

- 8.5 x 11 inch paper,
- Single-spaced typed lines
- No graphics, or pictures, (signatures on teaming agreements, headers and footers are not graphics or pictures)
- Flow charts and tables are not considered graphics if they appear in the management approach or cost savings approach
- 1 inch margins
- 12-point (Times New Roman font) in the text
- No hyperlinks
- Microsoft Word Software
- All files named with the file extension .doc.

Table A (will be provided electronically or on disk):

- Microsoft Excel Software
- All files named with the file extension .xls.
- No hyperlinks
- Offeror shall complete a copy of Table A as provided for each Zone in which you wish to be considered

4.3 The proposal shall be limited to the following submissions and pages:

Identification

Page Limit

Cover letter

1 page

NAME OF OFFEROR OR CONTRACTOR

The offeror is required to submit one entire copy (signed by the offeror) of the RFP in their proposal.

Volume I – Technical Proposal addressing:

Evaluation Factor 1: Technical Capability (Depth and Breadth) Table A Plus 30 pages

Evaluation Factor 2: Management Approach:

- (a) Management Plan 10 pages
- (b) Subcontracting (Large Business Only) 10 pages
- (c) Subcontracting/Teaming Arrangements (Applies to all businesses) Exhibit B

Evaluation Factor 3: Past Performance No separate submission (included in Table A)

Volume II – Cost/Price Proposal addressing:

Evaluation Factor 4: Price

- (a) Guaranteed Savings and Cost Approach 20 pages
- (b) Ceiling Unit Price for Item 0001 1 page
- (c) Compensation Plan No Page Limit

NOTE: The Government will not consider any information presented beyond the last whole word within the PAGE LIMIT.

NOTE: Cost information shall be limited to Volume II Cost/Price Proposal. No Cost or Price information shall appear in Volume I Technical Proposal.

5.0 PROPOSAL CONTENT:

5.1 The completion and submission to the Government of an offer shall indicate the offeror's unconditional agreement to the terms and conditions in this solicitation. In evaluating an offeror's capability, the Government shall consider how well the offeror complied with the instructions in this solicitation.

5.2 COVER LETTER: The proposal shall include a cover letter signed by an individual authorized to commit the company to the proposal. The cover letter shall identify all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. It shall state:

1. Commercial and Government Entity (CAGE) number,
2. Duns Number,
3. Taxpayer Identification Number (TIN),
4. Clearly identify the zone or zones being proposed on,
5. Address(es) of the locations(s) at which the offeror intends to perform the proposed effort for each zone proposed on,
6. Name, address and telephone number of the cognizant DCAA office,
7. Name, address and telephone number of the cognizant ACO, and
8. Proposal validity through 20 May 2004,
9. Names and telephone numbers of persons authorized to conduct negotiations, as well as the names of the official authorized to bind the offeror's organization shall be clearly identified,

NAME OF OFFEROR OR CONTRACTOR

10. A copy of the prime contractors CCR registration information from the CCR website.

5.3 Standard Form 33 with blocks 12 through 18 completed. The offeror is to submit one copy of the entire solicitation. Attention is directed to the following sections which contain fill-ins:

5.3.1 Section B: All fill-ins to be completed by the offeror. The Offeror shall insert the proposed amount or contractor specific information where an * appears in Section B. The Offeror shall also complete the table indicating which zone(s) are being proposed.

5.3.1.1 The Offeror must propose a ceiling unit price for Item 0001 This rate must:

- be the actual hourly labor rate,
- from the most recent fully completed accounting year,
- for the highest (direct cost) labor category within the team proposed.

Note that the rate may be from the prime or any other team member. All applicable direct and indirect costs, escalation and fee associated with the labor rate must be applied. This rate should not include any travel or ODC costs. Only one ceiling unit price should be proposed for Item 0001. This rate will be the highest (direct cost) labor category with the team proposed to cover all zones proposed.

5.3.2 Section H: All fill-ins to be completed by the offeror. In clause H-11, Guaranteed Savings Clause the Offeror shall insert the proposed amount or information where an * appears in Section H.

5.3.3 Section K: All fill-ins to be completed by the offeror. The Offeror shall insert the proposed information where an * appears in Section K.

5.4 Volume I -Technical Proposal:

5.4.1 Evaluation Factor 1: Technical Capability Depth and Breadth (Table A plus 30 pages): The solicitation contains a single SOW for Warfare Center efforts. There are seven zones – Northeast; National Capital; Mid-Atlantic; Gulf Coast; Midwest; Pacific Northwest; and Southwest. Offerors shall specify which Zone or Zones they propose to support as well as the specific Functional Areas (SOW Paragraphs 3.1 through 3.21) that the offeror proposes to perform. The offeror shall complete a copy of Table A (located at the end of the solicitation and provided electronically) for each zone being proposed on to: (1) Specify which zone or zones are to be supported; (2) which Functional Areas (SOW Para. 3.1 through 3.21) are to be performed in each zone being proposed on; (3) provide it's depth and breadth of experience and expertise in the functional areas (SOW paras. 3.1 through 3.21) performed within the past three (3) years; and (4) Demonstrate that an appropriately experienced and educated workforce will be used to provide support within each zone proposed on. Experience in these functional areas may be gained from working with NAVSEA, it's Program Executive Offices (PEO's), Warfare Center sites as well as other Government organizations. The offeror should provide the maximum amount of experience and expertise that the offeror (or offeror's team) has performed within the past three (3) years for each functional area. If proposing a team, each team member listed must be in Exhibit B. Offerors must demonstrate applicable relevant experience in the Functional Areas found in SOW Paragraphs 3.1 through 3.21. Additionally, offerors shall complete Sheet 2 of Table A that shows workforce composition relative to the functional area and zone being proposed on. The Offeror's labor mix should be multi-disciplinary that identifies one key individual per Functional Area proposed.

NAME OF OFFEROR OR CONTRACTOR

5.4.1.1: The offeror shall discuss in detail his experience and expertise identified for each listing found in Table A. Specific experience is defined as recent relevant work under an identified (Table A) contract. This requirement applies equally to primes and subcontractors. Not to exceed 30 pages.

5.4.2 Evaluation Factor 2 - Management Approach: (Not to exceed 10 pages.)

(a) Management Plan - The Offeror shall describe it's management approach to provide NAVSEA Warfare Centers with outstanding quality Engineering, Technical and Programmatic support services while maximizing innovation and cost reduction initiatives and facilitating NAVSEA's conversion to performance based contracting in accordance with Office of the Secretary of Defense (OSD) direction. The management approach must be formatted as follows:

1. Describe your approach to integrate professional support services within and across PEOs, NAVSEA Directorates, and Warfare Centers to institute best practices throughout NAVSEA and realize cost savings.
2. Describe your approach to mold, manage and maintain this effort, including your:
 - Capability to manage the effort (or team if so proposed)
 - Ability to manage change to preserve stability and maintain technical expertise in the workforce
 - Ability to monitor and maximize quality
 - Approach to guarantee responsiveness to and cooperation with customers
 - Approach to problem resolution
 - Flow down of incentives to your team partners (if so proposed)

The offeror must include either a statement that this management approach was prepared by team members or provide a list of consultants involved in preparing the response.

(b) Subcontracting (Large Business Only): (Not to exceed 10 pages)

Large Businesses are required to provide a narrative which details how the following requirements will be met in their subcontracting plans.

At least 20% of the total amount obligated under the contract (not per task order) must be subcontracted to small businesses. In achieving the 20% requirement, the following specific minimum requirements must be met:

- 5% of the total dollars obligated under the contract (not per task order) to Small Disadvantaged Businesses,
- 5% of the total dollars obligated under the contract (not per task order) to Women-Owned Small Businesses
- 3% of the total dollars obligated under the contract (not per task order) to Hub-zones,
- 1% of the total dollars obligated under the contract (not per task order) to Veteran owned small business concerns

The 20% subcontracted effort must be comprised of meaningful work under the statement of work within the task orders. Offerors are encouraged to exceed the minimums and are directed to review Section M on the evaluation of this information as they determine their subcontracting goals. The Offerors shall provide copies of three final SF 294s for the three relevant contracts, which best demonstrates the offerors ability to achieve the proposed subcontracting goals.

NAME OF OFFEROR OR CONTRACTOR

In accordance with FAR 19, Large Businesses are required to submit a subcontracting plan which contains the above goals. No page restriction is applied to this plan.

5.4.2.1 The offeror shall list all proposed team members who may perform effort directly chargeable to this contract in Exhibit B. The offeror shall also indicate if a subcontracting or teaming agreement is in place and provide the date of the agreement. This requirement applies to both Large and Small Businesses that are proposing to subcontract work under this effort.

5.4.3 Evaluation Factor 3 – Past Performance

No additional submission is required for past performance information. Table A entries should reflect significant recent relevant experience performed within the past three (3) years. In addition, the Government may use other information available from Government sources to evaluate an offerors past performance such as data resident in the Federal Past Performance Information Retrieval System (PPIRS). The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the offeror. Past performance of all team members proposed under Exhibit B may be evaluated. This requirement applies to both large and small businesses that are proposing to subcontract.

5.5 Volume II – Cost/Price Proposal

5.5.1 Evaluation Factor 4 – Cost/Price

(a) Cost Savings Approach. It is the intent of this solicitation to provide NAVSEA Warfare Centers, NAVSEA Headquarters, and its related PEOs and field activities outstanding engineering, technical, and programmatic support services while maximizing innovation and cost reduction initiatives. The Offeror shall describe its cost savings approach to provide high quality services at a reduced cost to the Government in the following format:

1. For all proposed amounts within the H-11 Guaranteed Savings Clause, describe how you will achieve the proposed price reductions and volume discounts. Describe how you will minimize the pass-through charge and your ability to reduce it below the proposed percentage during the life of the contract.

2. Describe approaches for additional cost savings initiatives, which could be implemented at any or all levels at NAVSEA, it's PEOs or field activities, including for example, professional support services processes improvements, e-business solutions, or cost savings for contractor travel. The offeror must include either a statement that the cost savings approach was prepared by team members or provide a list of consultants involved in preparing the response. The Cost Savings approach shall not exceed twenty pages. The Government will not consider any information beyond the last word of the 20th page.

(b) Ceiling Unit Price for Item 0001. The offeror shall provide a breakdown of the derivation of the ceiling unit price, including the method for developing the direct labor rate (what labor category for what company), the indirect burdens applied, the escalation used, and the fee rate. The offeror's price breakdown shall not exceed one page. The Government shall not consider any information presented beyond the last word of the 1st page.

(c) Compensation Plan – No Page Limit

NOTE: The offeror shall include in its cost/price proposal the date that the cognizant DCAA office has determined its accounting system to be adequate for the accumulation, reporting, and billing of costs under cost reimbursement contracts.

NAME OF OFFEROR OR CONTRACTOR

5.6 Zone Consideration

Offerors are required to complete Table A for each zone(s) in which they wish to be considered during the Task Order, Fair Consideration Process. To be considered in one or more of the seven zones, the offeror must have held or currently hold a prime contract or have a local current office in the zone or zones in which you wish to be considered. The Warfare Center sites will solicit these zone(s) for services to be performed during the life of the contract.

NAME OF OFFEROR OR CONTRACTOR

SECTION M - EVALUATION FACTORS FOR AWARD

1.0 The Government intends to make multiple awards under this solicitation. The Government also intends to award five (5) prime contract awards to qualified small businesses in each zone.

2.0 BASIS FOR CONTRACT AWARD

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-1, which provides that contracts shall be awarded to that responsible offeror(s) whose proposal(s), represents the best value after evaluation in accordance with the factors in the solicitation. "Factors" shall include all of those evaluation factors that are described in this Section M.

This is a best value source selection conducted in accordance with the Federal Acquisition Regulations. Award shall be made to contractors who are deemed responsible in accordance with FAR 9.104; whose proposal conforms to the solicitation's requirements and is judged to represent best value to the Government. The best value is represented by the most advantageous offer, price and other factors considered. Such offers may not necessarily be the proposals offering the lowest price or receiving the highest technical rating.

The Government intends to award without discussions. Prospective offerors are advised that a proposal meeting solicitation requirements with the lowest evaluated price may not be selected if award to a higher evaluated price offeror is determined to be most advantageous to the Government. Each contractor shall be evaluated relative to the following:

Factor 1: Technical Capability - Depth and Breadth (including Table A and narrative)

Factor 2: Management Approach

- (a) Management Plan
- (b) Subcontracting (Large Business Only)
- (c) Subcontracting/Teaming Arrangements (Applies to All Businesses)

Factor 3: Past Performance

Factor 4: Cost/Price

- (a) Guaranteed Savings and Cost Approach
- (b) Ceiling Unit price for Item 0001
- (c) Compensation Plan

Factor 1 is significantly more important than Factors 2, 3, and 4. Factors 2 and 3 are approximately equal and together are more important than Factor 4. Although the technical capability, management, and past performance factors are more important than price, price is a substantial factor. All sections are of equal weight within the factor.

NAME OF OFFEROR OR CONTRACTOR

3.0 EVALUATION CRITERIA

3.1 GENERAL Each of the four evaluation factors will be rated as a whole based upon the information requested and discussed in Section L. In other words, although the Government requests each offeror to provide various types of information for the four factors, this information does not constitute separately rated and weighted sub-factors. This means that if one portion or element of an evaluation factor is considered unsatisfactory, this shall result in a rating of unsatisfactory for the evaluation factor. The Government will first determine if the offeror meets the criteria for presence in each zone proposed on (presence is defined as “The offeror has held or currently holds a prime contract or currently has a local office in the zone(s) proposed on”). The Government will then assign a rating to the Management and Past Performance factors. Any proposal rated as Unsatisfactory in Management or Past Performance will be excluded from the competition. Those proposals rated as Satisfactory or better in Management and Past Performance will then be rated as to Technical Capability in each zone the offeror proposes on by comparing the overall merits of each proposal against the requirements in the SOW. Any proposal rated as Unsatisfactory in Technical Capability within a zone or that does not meet the criteria for presence will not be considered for award in that zone. Any proposal rated as Unsatisfactory in the Cost/Price factor will not be considered for award.

(a) Factor 1: Technical Capability (Depth and Breadth). Each offeror will be evaluated on its capability to perform the requirements from the statement of work based on relevant experience in the zone proposed on. This shall include the offeror’s depth and breadth of experience performing the type of work covered by the statement of work, the offeror’s ability to perform the requirements (or manage a team performing the requirements) and produce quality services. The information provided in narrative on the technical capability and Table A will be used to assess the offeror’s technical capability within each zone proposed on. Information from the points of contact provided in Table A may be used in addition to the information provided by the offeror.

(b) Factor 2: Management Approach

(1) Management Plan – Each offeror will be evaluated on the approach to integrate professional support services within and across PEOs, NAVSEA Directorates, and Warfare Centers to institute best practices throughout NAVSEA and realize cost savings. This includes the capability to manage the effort (or team if so proposed), ability to manage change to preserve stability and maintain technical expertise in the workforce, ability to monitor and maximize quality, responsiveness to and cooperation with customers, problem resolution, and flow down of incentives to team partners (if so proposed). Offerors will be evaluated on their ability to demonstrate whether subcontracting/teaming arrangements are in place.

(2) Subcontracting (Large Business only) – Each large business offeror will be evaluated on the ability to achieve subcontracting requirements with small businesses, small disadvantaged businesses, HubZone businesses, women-owned small businesses, and veteran owned small business concerns.

(c) Factor 3: Past Performance. Each offeror will be evaluated on its past performance. Information utilized shall be obtained from the references listed in the proposal in Table A, other customers known to the Government, PPIRS (if available), and others who may have useful and relevant information. The Government shall focus on past performance on similar procurements. More recent work may be considered more relevant and more important. Evaluation of past performance shall be based on consideration of all relevant facts and circumstances. The evaluation shall include demonstrated past performance in quality of product or service, schedule and business relationships. In the case of an Offeror that does not have past contract performance information, or with respect to which information on past contract performance is not available, the offeror shall receive a neutral rating on the factor of past performance.

NAME OF OFFEROR OR CONTRACTOR

(d) **Factor 4: Cost/Price.** The Offeror's proposed saving percentages (guaranteed savings for repetitive work and volume discounts) from clause H-11 will be evaluated for reasonable price savings over the life of the contract. The offeror's ceiling unit price for Item 0001 will be evaluated.

3.2 EVALUATION PROCESS

(a) The Government will evaluate the offeror's Technical Capability, Management, Past Performance and Cost/Price proposals using four adjective rating definitions (Outstanding, Good, Satisfactory, and Unsatisfactory).

(b) The Government will assign a rating (as defined below), based on the offeror's ability to support the Government's requirements.

(c) The Government will first determine if the offeror meets the criteria for presence in each zone proposed on (presence is defined as "The offeror has held or currently holds a prime contract or currently has a local office in the zone(s) proposed on"). The Government will then assign a rating to the Management and Past Performance factors. Any proposal rated as Unsatisfactory in Management or Past Performance will be excluded from the competition. Those proposals rated as Satisfactory or better in Management and Past Performance will then be rated as to Technical Capability in each zone the offeror proposed on by comparing the overall merits of the proposal against the requirements in the SOW. Any proposal rated as Unsatisfactory in Technical Capability within a zone or that does not meet the criteria for presence will not be considered for award in that zone. Any proposal evaluated as Unsatisfactory in the Cost/Price factor will not be considered for award.

(d) The Government reserves the right to limit the number of Prime Contract Awards if it is determined that an adequate number of outstanding proposals that represent both Large and Small Business have been received in any zone.

4.0 FACTOR RATING SCALE

Factor 1: Technical Capability – Depth and Breadth

OUTSTANDING:

Large Business - Relevant experience in 18-21 functional areas of the SOW in the zone(s) proposed on. Small Business - Relevant experience in 3 or more functional areas of the SOW in the zone(s) proposed on.

GOOD:

Large Business - Relevant experience in 10-17 functional areas of the SOW in the zone(s) proposed on. Small Business - Relevant experience in 2 or more functional areas of the SOW in the zone(s) proposed on

SATISFACTORY:

Large Business – Relevant experience in 2-9 functional areas of the SOW in the zone(s) proposed on. Small Business - Relevant experience in 1 functional area of the SOW in the zone(s) proposed on.

NAME OF OFFEROR OR CONTRACTOR

UNSATISFACTORY:

Large Business – Relevant experience in none or one of the functional areas of the SOW in the zone(s) proposed on.
Small Business - does not demonstrate relevant experience in any of the functional areas of the SOW in the zone(s) proposed on..

Factor 2 Management Approach**A. Management Plan****B. Subcontracting (Large Businesses Only)****C. Subcontracting/Teaming Arrangements (Applies to All Businesses)****OUTSTANDING:**

A. The offeror has demonstrated the ability to incorporate best practices and cost savings techniques on existing contracts. Additionally, has demonstrated a capability to mold, manage and maintain teams performing a wide variety of services.

B. Large Business - Offeror has low risk plan to subcontract 30% or more of the total dollars obligated to small, small disadvantaged, woman owned, HUB Zones and veteran owned firms.

C. Teaming/Subcontracting agreements are in place as demonstrated in Exhibit B.

GOOD:

A. Most of the best practices and cost savings techniques have been utilized on previous contracts. Offeror has experience managing and retaining teams on previous contracts.

B. Large Business - Offeror plans to subcontract 21-29% of the total dollars obligated to small, small disadvantaged, woman owned, HUB Zones and veteran owned firms.

C. Some teaming/subcontracting agreements are in place as demonstrated in Exhibit B.

SATISFACTORY:

A. The offeror's proposed best practices and cost savings appear to have merit but are unproven. Demonstrated a capability to mold, manage and maintain teams performing in limited tasking areas.

B. Large Business - Offeror plans to subcontract 20% of the total dollars obligated to small, small disadvantaged, woman owned, HUB Zones and veteran owned firms.

C. Few of the teaming/subcontracting agreements are in place as demonstrated in Exhibit B.

UNSATISFACTORY:

A. No best practices or cost savings proposed. If proposing a team, offeror has not demonstrated the capability to manage subcontractor arrangements.

NAME OF OFFEROR OR CONTRACTOR

B. Large Business - Offeror did not propose small business subcontracting goals in accordance with the RFP.

C. No subcontracting/teaming arrangements are in place as demonstrated in Exhibit B.

Factor 3 Past Performance

Offerors will receive a Neutral rating if they have no relevant past performance.

OUTSTANDING:

The offeror has received the highest possible ratings in the areas of quality, schedule, and business relations from substantially all of the references or past performance sources available. Substantially all of the past performance references contacted would contract with the offeror again for similar work.

GOOD:

The offeror has received the highest possible ratings in the areas of quality, schedule, and business relations from the clear majority of references or past performance sources available. The vast majority of the past performance references contacted would hire the offeror again for similar work.

SATISFACTORY:

The offeror has received the highest possible ratings in the areas of quality, schedule, and business relations from a majority of the references or past performance sources available. A majority of the past performance references contacted would hire the offeror again for similar work.

UNSATISFACTORY:

The offeror has received the highest possible ratings in the areas of quality, schedule, and business relations from less than a majority of the references or past performance sources available. Less than a majority of the past performance references contacted would hire the offeror again for similar work.

Factor 4 Cost/Price

A. Guaranteed Savings and Cost Approach

B. Ceiling Unit Price

OUTSTANDING:

The offeror must demonstrate a strong commitment to price reduction. This must include the following:

- The percentages proposed in the Guaranteed savings clause must exceed 5% per year, which is convincingly substantiated in the price proposal.
- The maximum pass through rate proposed is less than 1%.
- The unit ceiling rate for Item 0001 is:

The actual hourly rate for the team's highest paid labor category,

NAME OF OFFEROR OR CONTRACTOR

DCAA recommended rates (if applicable),

Using less than 4% annual escalation and

A fee/profit percentage below 6%.

- The cost savings approach must have a high probability of resulting in savings.

GOOD:

The offeror must demonstrate a reasonable commitment to price reduction. This must include the following:

- The percentages proposed in the Guaranteed savings clause must exceed 3% per year, which is convincingly substantiated in the price proposal.
- The maximum pass through rate proposed is less than 3% but greater than 1%
- The unit ceiling rate for Item 0001 is:

The actual hourly rate for the team's highest paid labor category;

DCAA recommended rates (if applicable),

Using less than 5% annual escalation and

A fee/profit percentage greater than or equal to 6% but less than 7%.

- The cost savings approach must have a reasonable probability of resulting in savings.

SATISFACTORY:

The offeror must demonstrate a commitment to price reduction. This must include the following:

- The percentages proposed in the Guaranteed savings clause must exceed 1% per year, which is convincingly substantiated in the price proposal.
- The maximum pass through rate proposed is less than or equal to 6% but greater than 3%.
- The unit ceiling rate for Item 0001 is:

The actual hourly rate for the team's highest paid labor category,

DCAA recommended rates (if applicable),

Using less than or equal to 6% annual escalation and

A fee/profit percentage of no greater than 8%.

- The cost savings approach must have a possibility of resulting in savings.

NAME OF OFFEROR OR CONTRACTOR

UNSATISFACTORY:

The offeror did not demonstrate a commitment to price reduction. This must include the following:

- The percentages proposed in the Guaranteed savings clause did not exceed 1% per year, which is not convincingly substantiated in the price proposal.
- The maximum pass through rate proposed is greater than 6%.
- The unit ceiling rate for Item 0001 is:

not the actual hourly labor rate for the team's highest paid labor category,

Does not include the applicable DCAA recommended rates (if applicable),

Using greater than 6% annual escalation and

A fee/profit percentage of above 8%.
- The cost savings approach did not have a possibility of resulting in savings.

NOTE: If a proposal receives an unsatisfactory rating in the Management, Past Performance, or Cost/Price factors, it will be excluded from award consideration.

5.0 OVERALL RATING SCALE

An overall rating per zone evaluated will be assigned to each proposal.

OUTSTANDING The Offeror demonstrated the highest likelihood of meeting government expectations for the performance of the contract. The Offeror is highly likely to win task orders during the period of performance and has the capability to perform awarded task orders. The offeror has not received any "unsatisfactory" or "satisfactory" factor ratings. The proposal overall is a high value to the Government considering the four evaluation factors.

GOOD The Offeror demonstrated a reasonable likelihood of meeting government expectations for the performance of the contract. The Offeror is likely to win task orders during the period of performance and should have the capability to perform awarded task orders. The offeror has not received any "unsatisfactory" factor ratings. The proposal overall is a reasonable value to the Government considering the four evaluation factors.

SATISFACTORY The Offeror demonstrated that the offeror may have trouble meeting government expectations for the performance of the contract. The Offeror is not likely to win many task orders during the period of performance and may not have the capability to perform all of the awarded task orders. The offeror has not received any "unsatisfactory" factor ratings. The proposal overall has limited value to the Government considering the four evaluation factors.

UNSATISFACTORY The Offeror demonstrated that the offeror may have significant risk in meeting government expectations for the performance of the contract. The Offeror is not likely to win many task orders during the period of performance and may not have the capability to perform all of the awarded task orders. The offeror has received at least one "unsatisfactory" factor rating. The proposal overall has almost no value to the Government considering the four evaluation factors.

NAME OF OFFEROR OR CONTRACTOR

6.0 NOTICE OF AWARD

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror(s) within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offeror's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. The Government reserves the right to award on all or some of the zones proposed. As a result, the Government reserves the unilateral right to modify Section B, Zone Table to reflect the results of its evaluation of the zones to be awarded.